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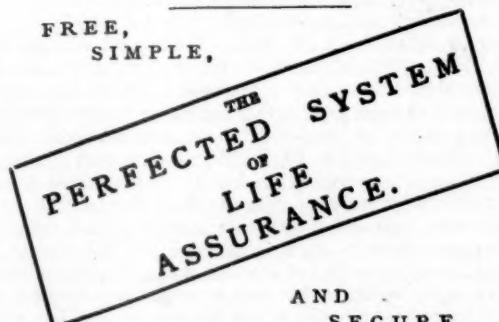
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The Solicitors' Journal and Weekly Reporter.

LONDON, DECEMBER 12, 1908.

* * * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The "Talking Judge."

HOW MANY, we wonder, of the brethren of the Lord Chief Justice will appreciate his declaration at Birmingham last week that "there is no greater nuisance than a talking judge." The learned speaker was doubtless right in saying that a judge should let counsel know the points he considers important, since by doing so he saves time. But it would be interesting to know how many of the judges of the present day restrict themselves to this interposition, and in how many courts counsel is allowed to deliver a consecutive argument. There was once a judge—Sir JAMES STIRLING—who exactly fulfilled the Lord Chief Justice's criterion. When he became a member of a division of the Court of Appeal renowned for "talkiness," it was refreshing to see him sitting back in his chair silent except for the purpose of indicating to counsel the point to be argued or of settling with a short remark the question on which his noisy brethren were engaged. Alas, that he has so few judicial imitators!

The Punishment of Death in France.

SOME TIME ago the jurors during the second session of the court of assize in Paris took occasion, before separating after the discharge of their duties, to draw up a letter addressed to the Ministry asking that the punishment of death, which has never been abolished, should in future be enforced. Similar requests had already been made by juries in the districts of the Seine and in a number of the different departments, and these requests appear to be supported to a large extent by the opinion of the public. No doubt appears to exist as to an alarming increase in the cases of murder and attempt at murder in France, and the punishment of hard labour is apparently no sufficient deterrent against these crimes. It may be argued that some new punishment other than the penalty of death may be devised, but it is difficult to find any excuse for the action of the President and Ministry, who habitually interfered to save a criminal from execution, and thus usurped the authority of Parliament, which had not taken steps to amend the law. A commission to inquire into a reform of criminal procedure has already reported in favour of the maintenance of the punishment of death, but requiring it to be carried out in private; and we now read that in the Chamber of Deputies the proposal to abolish the death penalty has been defeated by a large

majority. A policy of obstruction in the Chamber of Deputies had previously prevented any amendment of the law in accordance with the above-mentioned report. In the meantime crime continues to increase, and the modification of the verdicts of juries cannot but afford encouragement to the most dangerous of malefactors. It cannot be denied that there is much difference of opinion in this country as to the proper degree of leniency in the punishment of criminals, but the strong sense and experience of the executive and the majority of our criminal judges has hitherto prevented any undue relaxation in the repression of crime.

The New Workmen's Compensation Rules.

THE NEW Workmen's Compensation Rules which we printed last week (*ante*, p. 101) reached us too late for comment at the time. Rule 1 makes an addition to rule 33 (1) of the rules of 1907 so as to render it clear that that rule, which prescribes how parties to an arbitration may appear, shall apply to all arbitrations under the Act. The rule was also deficient in respect of the provision that a party might appear by an officer or member of a society with which he was connected (paragraph (g)). It is now also provided that, in case of death resulting from his injury, an officer or member of a society with which the deceased was connected may appear on behalf of his dependents. Under paragraph 9 of Schedule II. to the Workmen's Compensation Act, 1906, it is required that, where the amount of compensation is ascertained by agreement, a memorandum of the agreement shall be forwarded to the registrar to be recorded by him, but he may refuse to record it on the ground of the inadequacy of the amount or for other specified causes. Registrars have found difficulty in obtaining the information necessary to enable them to decide whether a memorandum can properly be recorded, and rules 2 and 4 provide for such information being furnished to them. Under rule 2 the memorandum must be accompanied by a statement in the scheduled form of particulars of the injury and the workman's earnings; and rule 4 supplements rule 49 of the rules of 1907, which empowers the registrar to make inquiries, by requiring the parties to the agreement to answer the inquiries and give information. Rule 3 deals with a point of practice which has arisen in respect of the custody of the agreement. The registrar is to be entitled to have the original agreement produced so as to satisfy himself that it has been duly executed, but he is not to be entitled to retain it, where a memorandum is sent for recording. A difficulty as to costs has arisen in consequence of these being frequently taxable under Scale A, which does not allow a fee for advising on evidence, or fees to expert witnesses, although these are usually incurred. To get them allowed it has been necessary to tax the whole costs on Scale B. Rule 6 of the new rules meets this by enabling these fees to be allowed by special order when the taxation is under Scale A, in the same manner as if it were under Scale B. And finally, rule 7 of the rules of 1907, with respect to the appearance of parties under disability and partners, and rule 33, as to appearance by parties generally, which have hitherto applied only to arbitrations, are, by rule 7 of the new rules, applied to all proceedings under the Act. This, as is pointed out in the memorandum accompanying the new rules, will enable persons interested in infants to apply to the court under Schedule I., paragraph 9, for the variation of orders or awards as regards apportionment of the compensation.

Married Women and Bankruptcy.

THE POSITION of a married woman in regard to bankruptcy has formed the subject of an interesting decision of the Court of Appeal in *Re Simon* (reported elsewhere). Previously to the Married Women's Property Act, 1882, a married woman was not amenable to the bankruptcy law (*Ez parte Holland*, 9 Ch. 307), but section 1(5) of that Act altered the law to a certain extent. "Every married woman carrying on a trade separately from her husband shall, in respect of her separate property, be subject to the bankruptcy laws in the same way as if she were a *feme sole*." Hence to be amenable to bankruptcy the married woman must carry on a trade separately from her husband, and she is then amenable, though only in respect of her separate property. In the present case it was contended that a married woman who owned a business, and provided the capital, was not carrying it on separately from her husband if he was

her manager, and some colour for this is perhaps furnished by *Re Helsby* (1 Mans. 12). But the point was really disposed of by the Court of Appeal in *Re Worsley* (1901, 1 K. B. 309), where, as in the present case, the husband was an undischarged bankrupt, and it was held that the fact that he took some part in the management of the business did not exclude the separate carrying on of the business by the wife. Similarly in the present case the wife carried on the business separately, notwithstanding that she employed her husband to manage it. The separation is required as to the proprietorship of the business, not as to the actual performance of work in connection with it. It was further contended that to render the married woman liable to be made bankrupt she must have separate estate at the time when the receiving order is made. But the statute does not say this; all that it provides is that the property to be administered in bankruptcy must be her separate estate. Accordingly in the present case the Court of Appeal rejected both grounds on which it was sought to set aside the receiving order.

Succession Duty and Accelerated Successions.

THE DECISION of the House of Lords in *Earl of Buchan v. Lord Advocate* (reported elsewhere) was concerned with the methods of disposition applicable to an entailed estate under Scotch law. But it also illustrates the impossibility of a life tenant and his successor so dealing with an estate as to avoid the incidence of succession duty which arises on the death of the former. The liability to the duty is imposed by sections 2 and 10 of the Succession Duty Act, 1853, the former defining "succession," and the latter specifying the duties payable in respect of a succession as so defined. But under section 20 the duty is not payable until the successor becomes entitled in possession to his succession. Succession duty may thus be already incident to settled property, although not presently payable, and section 15 of the Act provides for cases where the interests in the land have been varied before the succession, as originally fixed, has occurred. This may be done either by alienation, whether of the entire estate or of the remainder only, or by the acceleration of the remainder. The former case is dealt with by the second clause of section 15, and it has been settled that alienation does not affect the original claim to duty on the death of the tenant for life, even though before that event happens the alienee has died and succession duty has become payable in respect of this new title: *Wolverton v. Attorney-General* (1898, A. C. 535); *Duke of Northumberland v. Attorney-General* (1905, A. C. 406), overruling *Re Cooper & Allen* (4 Ch. D. 802). There is no warrant in the Act, Lord HERSCHELL observed in *Wolverton v. Attorney-General*, for the view that a succession once created can, by the act of the successor, cease to exist, and another succession be substituted for it. And the case of the acceleration of the succession is dealt with by the third clause of section 15, which provides that "where the title to any succession shall be accelerated by the surrender or extinction of any prior interests, then the duty thereon shall be payable at the same time and in the same manner as such duty would have been payable if no such acceleration had taken place." In the present case the late Earl of BUCHAN and his eldest son disposed of entailed estates in Scotland in such a manner that the Earl ceased to be entitled to his life interest, and the son became immediately entitled in possession free from the entail. The earl lived for thirty years after this had been done, but there had been an "extinction" of his estate, and a consequent acceleration of the succession, within the meaning of section 15, and accordingly when his death occurred the duty became payable.

English Marriage and Indian Domicil.

THE CASE of *Venugopal Chetti v. Venugopal Chetti*, reported in the *Times* of December 8, is a case of a kind similar to *Ogden v. Ogden* (1908, P. 46), and raising questions quite as important. In *Ogden v. Ogden* the marriage in England of a domiciled Englishwoman with a domiciled Frenchman was held by the Court of Appeal to be valid in English law, notwithstanding that by the law of the husband's domicil the marriage was invalid for want of the consent of the husband's father—this being part of the ceremony of marriage, and not a matter

affecting the personal capacity of the parties. In *Venugopal Chetti v. Venugopal Chetti* the questions before Sir GORELL BARNES related to the effect in England of a marriage contracted here between a domiciled Englishwoman and a British subject domiciled in India. The husband was a Hindu who, after marrying and living with an English girl, deserted her, and the wife now asked for a judicial separation. The husband resisted this on the ground that no valid marriage had taken place, and alleged that by the law of his domicil he was under a personal incapacity to contract a marriage with an Englishwoman here. The judgment of the President (which is of considerable length) can only be properly appreciated if it be borne in mind that the defect in the French case related to the formalities of the marriage ceremony, whilst the defect in the present case related to legal incapacity of the husband, and also if it be borne in mind that the judgment of the Court of Appeal in *Ogden v. Ogden* was delivered by Sir GORELL BARNES. The judgment now delivered is in favour of the wife, and decides that the marriage is valid, notwithstanding the personal incapacity of the husband under Indian law.

The Importance of Domicile in the Law of Marriage.

IN ONE respect the value of the judgment as a clear-cut decision is impaired by its resting primarily on a question of fact. It is, apparently, extremely difficult to discover exactly what is the law of the husband's domicil with respect to his capacity to contract marriage with a Christian, and the evidence of experts taken in India and given before the court here was entirely a matter of opinion, the question never having been raised in India. The President said : "Upon the evidence, therefore, I am unable to find, as a fact, that the law in India is in favour of the respondent on this point But even supposing it to be the law of India that this marriage, though binding in this country, would not be regarded as binding in India, it remains to be considered what is the correct view of the law of England with regard to the validity of the marriage." The question is then dealt with on the footing of the husband's view of the law of India being correct, and the conclusion is reached that the present case must be governed by the decision of Lord HANNEN in *Sottomayer v. De Barros* (5 P. D. 94). In that case the questions of law were argued before the questions of fact were tried, and on the assumption that both parties were domiciled abroad, the Court of Appeal held the marriage to be invalid in England, as being so by the law of Portugal, the domicil of the parties : see 3 P. D. 1. But on the question of fact coming on to be dealt with, it appeared that the husband was domiciled in England, and Lord HANNEN held that the decision of the Court of Appeal did not apply under the altered circumstances, and the marriage was therefore declared valid. The Court of Appeal had expressly said (pp. 6, 7) : "Our opinion on this appeal is confined to the case where both the contracting parties are, at the time of their marriage, domiciled in a country the laws of which prohibit their marriage," and that their judgment could not be "relied on as an authority for setting aside a marriage between a foreigner and an English subject domiciled in England, on the ground of any personal incapacity not recognized by the law of this country." This is an important qualification of the general doctrine (p. 5) "that the question of personal capacity to enter into any contract is to be decided by the law of domicil." Looking at the language used in the judgment of the Court of Appeal in *Ogden v. Ogden* (*supra*), apart from the actual decision, it seems likely that the decision of Lord HANNEN in *Sottomayer v. De Barros* (*supra*), and the decision in the recent case before Sir GORELL BARNES, would be upheld in the Court of Appeal, and the importance of domicil in the law of marriage somewhat further diminished.

The Supreme Court for China and Corea.

ENGLISH LAWYERS will read with pleasure the testimony of an American in favour of a court which our Government has established in one of the most important of the treaty ports of China. The procedure of this court is described in a recent number of the *American Law Review*, which goes on to say : "The administration of the law by British courts has won the respect and admiration of the entire Eastern community—native as well as foreign. British courts, as well as British lawyers, whose lofty standard of dignity and honour exacted by the

sentiment of their professional corps one cannot but admire, hold undisputed pre-eminence. The perfect probity, and the common sense, amounting to genius, which characterize the enforcement of the law through the medium of British courts resulting in hard-headed square decisions, impartial, unsentimental and sound, has powerfully added to that indubitable prestige which enables John Bull to 'bestride the narrow world like a Colossus.' The absolute confidence universally felt and freely expressed by the Briton, not only in the integrity but in the justice, of his courts, is unique and contagious. Needless to say it is fully merited. There is no more dignified and respected foreign institution in China than his Britannic Majesty's Supreme Court, and it is no small incentive to preferential extension of commercial favours to the Britisher to know that, should he violate his obligations, he may be called upon to account before an impartial court, deaf to the affiliations of blood, and implacably stern towards dishonesty and commercial immorality. Probably the most powerful factor in the British judicial system, which produces the impression of superiority of method over the jurisdiction of all other nationalities, is the absence of appeal in criminal cases. A British subject committing a crime is arrested, arraigned, committed for trial, tried, convicted and sentenced, and there the matter ends." The concluding passage in this article will cause Englishmen to watch with some anxiety the working of the Criminal Appeal Act.

Courts of Summary Jurisdiction in New York.

THERE HAVE been recently some complaints of the pressure of business in the London police courts, and the extent and population of the Metropolis and the long list of duties imposed by the Legislature upon the magistrates will easily account for some difficulties in the exercise of their jurisdiction. We gather, however, that things are much worse in the State of New York. The first session of the commission appointed to inquire into the manner in which justice is administered in the inferior courts of criminal jurisdiction in cities of the first class reports that the Court of Special Sessions in Manhattan and the Bronx is "about six thousand cases behind its work." As a consequence of these arrears, the enforcement of the liquor tax and automobile speed laws is practically nullified so far as this court is concerned. This arises from the fact that liquor tax cases, which involve the forfeiture of licences, are not reached until after the licence has expired, and the defendants in automobile cases frequently come up again before two or three previous cases against them have been disposed of. In the result it becomes necessary to class the last case as a first offence, although the penalty for a third offence may be imprisonment. Mr. OLMSTED, Justice of the Court of Special Sessions, stated in his evidence that it would take six or seven months to clear up the bail cases alone, supposing that no other cases came in. Of the cases in arrear, one went back as far as 1906. Each justice, as a rule, sat for two months consecutively, and then had a month's relief from his duties. He sat during five days in the week, except from the last week in June to the last week in September, when he sat for three days only in a week. It will not be disputed that no such delays exist in the English courts of summary jurisdiction, and we should be surprised if they are equalled in any European State.

Right to Appear by Counsel in Inquiry as to Value of Land Taken under Compulsory Powers.

THE HOUSING, Town Planning, &c., Bill, which has just been introduced by Mr. BURNS, is apparently an extension of previous interference with the right of persons whose land is taken under compulsory powers to be represented by counsel upon an inquiry concerning the value of their property. By section 2 (1) a local authority may be authorized to purchase land compulsorily for the purposes of the Working Classes Act, 1890, by means of an order submitted to the Local Government Board and confirmed by the board in accordance with the Fifth Schedule to the Bill. (2) The procedure under section 2 for the compulsory purchase of land shall be substituted for the procedure for the same purpose under section 176 of the Public Health Act, 1875, as applied by section 57 of the Working Classes Act, 1890. Upon reference

to the Fifth Schedule, we find that it corresponds to the First Schedule of the Small Holdings and Allotments Act, 1907, directing that any question of disputed compensation shall be determined by a single arbitrator appointed by the Local Government Board, and that the person holding the inquiry shall hear witnesses, but shall not, except in such cases as the board otherwise directs, hear counsel or expert witnesses. This provision will probably be defended by a reference to the heavy charges of expert witnesses and the necessity for curtailing as much as possible the expenses of these inquiries. The late Sir JAMES MATHEW endeavoured to introduce a similar practice in an Irish inquiry over which the Government had selected him to preside, but the experiment was generally regarded as a failure. The General Council of the Bar have already protested against the innovation, and we have no doubt that their views will be fully explained in any discussion in committee upon the clauses of the Bill.

The Avoué in France.

THE SOLICITOR fills so important a position in this country, and the history of his profession is so well known that it is strange that more curiosity is not felt with regard to the agent who in France has similar relations to his clients. It would indeed appear that the avoué has greater privileges than the English solicitor, but there can be little doubt that, in spite of these privileges, he is inferior in social estimation to the members of the important fraternity of notaries. Their functions before 1789 were exercised by "procureurs," and the Revolution did little more than alter their name, leaving their privileges unaffected. Avoués are appointed by the Government. Candidates must have attained the age of twenty-five and must produce a certificate of capacity and good conduct from the Society of Avoués. Service as clerks for a term of five years is also required. Their costs, regulated by a prescribed scale, are taxed by the court, and they can in certain cases recover them in their own name from the opposite party. They are the legal representatives of the parties before the Court of Cassation, the courts of appeal, the State courts, and the courts of first instance. The employment of avoués is compulsory; every suitor who fails to appoint an avoué is considered in default, even although he is present in court when judgment is given against him. An avoué has the right of being heard and of conducting a case in correctional and criminal matters, and in interlocutory matters and references arising out of civil actions. He has also the right of pleading in courts where the number of advocates is insufficient to protect the interests of suitors. He is, however, prohibited from taking any part in proceedings before the commercial courts.

Qualifications of Special Jurors.

WE HAD recently (*ante*, p. 25) occasion to discuss the proper interpretation of section 6 of the Juries Act, 1870, by which "every man who shall be legally entitled to be called an esquire or shall be a person of higher degree, or shall be a banker or merchant, or who shall occupy a private dwelling-house rated or assessed to the poor rate or to the inhabited house duty on a value of not less than £100 . . . shall be qualified and liable to serve on special juries." We expressed an opinion that the overseers are too liberal in extending the popular meaning of the term "merchant." We now read that at a petty sessions held a few days ago at the Guildhall, to hear claims of exemption from jury service in the City of London, a firm of colonial merchants claimed to be on the special jury list as "merchants," the value of the premises which they occupied not being enough to bring each partner within the qualification. It was argued against this claim, first, that the applicants were not merchants, citing the definition in Stroud's Judicial Dictionary; and, secondly, that, having regard to the history of special jurors, a rental qualification, as well as the qualification of being a merchant, was necessary. The court decided in favour of the applicant, but intimated that in future strict proof of the qualification of special jurors would be required. We understand that there is much dissatisfaction in the City as to the mode in which special jurors are selected, and we should be glad if an authoritative decision could be given as to the meaning of "merchant" at the date of the Act of 1870.

Mr. Frederic Harrison and the Recent Case of Osborne v. Amalgamated Society of Railway Servants.

THE LETTER addressed to the *Times* by Mr. FREDERIC HARRISON on the recent judgment of the Court of Appeal in *Osborne v. Amalgamated Society of Railway Servants* contains some observations with regard to the attitude of trade unions which are not suitable for discussion in this journal. But we think that there are few members of the legal profession who will not admire the clearness and force with which the writer explains the doctrine of *ultra vires* as applying to associations incorporated or regulated under the provisions of any Act of Parliament. Many persons may be ignorant of the fact that Mr. HARRISON, after a distinguished university career, practised for some years at the Chancery bar and was Professor of Jurisprudence to the Council of Legal Education. There were many predictions as to his success in the profession, for he was not without the assistance of legal connections, and was a fluent and forcible speaker. His interests, however, became gradually absorbed in political and literary studies, and it is only at rare intervals that we find evidence in his writings of the legal pursuits in which he was once actively engaged.

Underlessees and Covenants Running With the Land.

THE House of Lords (as reported elsewhere) have without difficulty affirmed the decision of the Court of Appeal in *Dewar v. Goodman* (1908, 1 K. B. 94)—who similarly had affirmed that of *JELF, J. (1907, 1 K. B. 612)*—and have declined to admit the extension sought to be given to the doctrine of covenants running with the land. That doctrine, in its fulness, applies only to the relation of landlord and tenant, and as between them it does not bind the assignee of either party to performance of a covenant which does not directly relate to the demised land—of a covenant, that is, which is merely collateral—and this limitation has been affirmed in the present case.

A lease of land for eighty-nine years, granted in 1820, contained a covenant to keep all buildings erected on the land in repair, with a proviso for re-entry on breach of covenant. In 1886 the then assignee of the term granted an underlease of part of the land with two houses on it for the residue of the term less three days at a peppercorn rent. The underlease contained covenants by the underlessor (1) for quiet enjoyment in the usual restricted form; (2) for performance by the underlessor of the covenants in the head lease so far as they affected premises in the head lease which were not included in the underlease; and (3) for indemnity. Subsequently the head term became vested in GOODMAN and the sub-term in DEWAR. In 1904 houses comprised in the original lease but not in the underlease, and also the two houses in the underlease, were out of repair, and, by reason of this breach of covenant, the reversioner upon the head term recovered possession of the whole of the property, including that comprised in the underlease. Hence arose the question whether DEWAR, as assignee of the sub-term, had any remedy on the covenants in the underlease against GOODMAN as the assignee of the immediate reversion upon the underlease. The fact that DEWAR was himself in default as to his two houses was treated as not material to this question.

The covenant for quiet enjoyment was not available, since the disturbance had not been the act of the underlessor or anyone claiming through him, although it had been the result of the default of some of such persons. The default of the immediate landlord does not make him responsible for the eviction of the under-tenant, notwithstanding that it has caused it: *Kelly v. Rogers* (1892, 1 Q. B. 910). Hence the underlessee had to seek a remedy under the covenants for performance of the covenants in the head lease and for indemnity, and such remedy was only available if these covenants or one of them ran with the land. But, as already stated, a covenant will only run with the land if it directly concerns the land, and the test of fulfilment of this condition is still to be found in the second resolution in *Spencer's case* (5 Rep. 16a): "Although the covenant be for [the lessee] and his assigns, yet if the thing to be done be merely collateral to the land, and doth not touch or concern the thing demised in any sort, there the assignee shall not

be charged. As if the lessee covenants for him and his assigns to build a house upon the land of the lessor, which is no parcel of the demise, or to pay any collateral sum to the lessor, or to a stranger, it shall not bind the assignee, because it is merely collateral, and in no manner touches or concerns the thing that was demised, or that is assigned over ; and therefore in such case the assignee of the thing demised cannot be charged with it any more than any other stranger." In terms this only refers to the assignment of the lease ; but the same doctrine applies when the covenant runs with the reversion under 32 Hen. 8, c. 34. Hence, in applying the doctrine to any particular covenant, it has to be determined whether it touches or concerns the land, or whether it is simply collateral, within the meaning of this passage.

Prima facie it is clear that a covenant to repair houses not on the demised land does not touch or concern that land ; that is, it is simply collateral and does not run with the land. But it was argued that the case is different where the breach of such a covenant on the part of the lessor will result in the lessee being evicted from the demised premises, and that then the covenant concerns the demised premises within the meaning of the rule ; in other words, the covenant must be treated as in effect a covenant for quiet enjoyment, and free, as such covenant, from the restriction incorporated in the express covenant for quiet enjoyment. It was claimed that *Doughly v. Bowman* (11 Q. B. 444) supported this contention. There the underlessor's covenant was to perform a covenant in the head lease to build houses on the demised premises, and the houses being still unbuilt, the lessor sub-demised the premises and covenanted to perform, or indemnify the sub-lessee against, the covenants in the head lease. The assigns of the sub-lessee were not mentioned, and hence the covenant, since it related to a thing *in futuro*, did not run with the land. If they had been mentioned, it seems to have been admitted that the covenant would have run with the land, but this was because it was a covenant to do something on the land, and therefore directly concerned the land ; not because it could be construed, as between underlessor and underlessee, as a covenant for quiet enjoyment on the ground that a breach of it might lead to the eviction of the sub-lessee ; and as a covenant of indemnity it was clear that it could not run with the land.

Doughly v. Bowman, indeed, was a decision on the necessity for the express mention of "assigns" where it is desired to make a covenant relating to a matter *in futuro* run with the land. It does not, as JELF, J., held, support the notion that a covenant to perform the covenants of a head lease, although relating to matters to be done on land not comprised in the sub-lease, runs with the land as being in effect a covenant for quiet enjoyment. And this point being out of the way, it was only necessary to determine whether, for a covenant to touch or concern land within the meaning of the above resolution in *Spencer's case*, it must directly concern the land, or whether it is sufficient that it indirectly concerns it. JELF, J., held, in accordance with *Mayor of Congleton v. Pattison* (10 East, 130), that the former is the true view, and that for the covenant to run with the land it must directly affect it.

The learned judge observed that if the case went further the Court of Appeal might be able to take a broader view of the matter and to break through the legal technicalities which a court of first instance was bound to observe. But this has not happened either in the Court of Appeal or in the House of Lords. In the Court of Appeal, BUCKLEY, L.J., said that the contention of the plaintiff was in effect as follows : "A covenant to do an act, not in respect of the demised premises, but which will protect from forfeiture the estate of the lessee in the demised premises, is a covenant which runs with the land" ; and he added, "If that proposition is true, it is wholly new." In a matter of this kind, a new proposition seeks in vain for recognition by the courts, and the Court of Appeal rejected the plaintiff's claim. It has been the same in the House of Lords. "It is manifest," said the Lord Chancellor, "that this covenant does not touch or concern the thing demised—namely, the land contained in the lease—for it concerns repairs on totally different land" ; and after referring to the way in which BUCKLEY, L.J., had stated the plaintiff's contention, he agreed that the principle was too well settled for a new precedent to be created. Similarly Lord COLLINS pointed out that the covenant, as a covenant to do something on premises not

included in the sub-demise, was collateral, and [he] held that the possible consequence of a breach of it—namely, re-entry by the superior lessor—could not turn it into a covenant which concerned the land. He observed, however, that while the present covenant must be construed as collateral to the demised land, yet this did not necessarily result from the fact of the matter to be done being upon other land. The test is whether it directly affects the enjoyment of the demised land, and hence in *Sampson v. Kastorby* (9 B. & C. 505 ; in Exch. Ch., 6 Bing. 644) a covenant to build a smelting mill on premises not demised, for the use of works on the premises demised, was held to run with the land. In such a case the enjoyment of the demised land is directly affected and the covenant runs. But this did not apply to the present case, where the enjoyment of the demised land was not—so it was held—directly affected by the failure to perform the covenant. This may involve a subtle distinction between what is a direct and indirect affecting of the enjoyment of land, but the rules in *Spencer's case* are not easily divested of subtlety, and the present decision shews that they are incapable of judicial change.

Reviews.

Trade Marks.

THE LAW OF TRADE MARKS AND TRADE NAMES. By D. M. KERLY, M.A., LL.B. THIRD EDITION. By the Author and F. G. UNDERHAY, M.A. Sweet & Maxwell (Limited).

As the Trade Marks Act, 1905, is now in full swing, a new edition of this work was obviously wanted. The edition under notice gives the law as it now stands, but to do so necessitated the re-writing of a great portion of the text. This task has been accomplished, and the ship having been lightened by omitting—in view of a separate treatise on the subject which is stated to be in preparation—the former commentary on the Merchandise Marks Acts, the new matter has been incorporated without any substantial addition to the bulk of the book. The alterations in, and modifications of, the pre-existing law effected by the Act of 1905 are scientifically and intelligibly treated, and so far as our observations go, no point of importance arising under the Act has failed to be dealt with.

Banking.

THE LAW OF BANKING. By Sir JOHN R. PAGET, Bart., K.C. SECOND EDITION. Butterworth & Co.

This is a thoroughly practical treatise on the law of banking, and the legal advisers of bankers and their customers should be able to find in it clear and reliable guidance on any point that may arise. Among the more important matters dealt with is that of the liability of a banker who pays a cheque, the amount of which has been fraudulently increased in consequence of blanks having been left by the drawer. As is well known, the bank avoided liability in such circumstances in *Young v. Grote* (4 Bing. 253) ; but in *Schofield v. Londesborough* (1896, A.C. 514), which was concerned with the fraudulent alteration of a bill, the earlier case was treated as incapable of extension, and it was robed of practical effect by the decision of the Privy Council in *Colonial Bank of Australasia v. Marshall* (1906, A.C. 559). The relation of those cases, and the whole question of cheques fraudulently raised in amount is fully discussed, and the unsatisfactory nature of the present situation is pointed out. Attention may also be directed to Sir John Paget's explanation of the effect of a "non-negotiable" crossing to a cheque—a matter which frequently causes doubt—and he has not omitted to refer to the recent case of *Curtice v. London City and Midland Bank* (1906, 1 K. B. 243) on the effect of a telegram countermanding a cheque.

Bankruptcy.

BANKRUPTCY AND BILLS OF SALE : AN "ABC" OF THE LAW, INCLUDING PRACTICAL NOTES ON THE PREPARATION OF DEEDS OF ARRANGEMENT AND STATEMENTS OF AFFAIRS, TOGETHER WITH NUMEROUS FORMS. By W. VALENTINE BALL, M.A., Barrister-at-Law. Sir Isaac Pitman & Sons (Limited).

The object of this work, as stated by the author, is, in the first place, to provide a short and, so far as is consistent with brevity, sufficiently complete statement of the law of bankruptcy and bills of sale ; and secondly, to provide a guide for practical, every-day use—"a text-book which the lawyer or the accountant who has to do with bankruptcy may keep at his elbow." Such being the design, the author has carried it out by means of an alphabetical arrangement. Thus under "Act of Bankruptcy" the provisions of section 4 of the Bank-

ruptcy Act, 1883, are stated, with numerous explanations and references to the principal cases, though *Crook v. Morley* (1891, A. C. 316), and the other cases cited are perhaps not quite complete without *Clough v. Samuel* (1905, A. C. 442). The note on "After-acquired Property," which at first sight looks somewhat meagre, is supplemented by a cross-reference to "Property Divisible Among Creditors," where the subject is more fully stated, and the distinction as to real property pointed out; and generally the author has made plentiful use of cross-references, so as to make the alphabetical arrangement consistent with giving the required information. The book is likely to be of practical value, but it is beyond its scope to give the text of the statutes, and it is, of course, necessary, in practice, to have these at hand as well.

Books of the Week.

Encyclopaedia of the Laws of England: with Forms and Precedents. By the Most Eminent Legal Authorities. Second Edition, Revised and Enlarged. Vol. XIII.: Revivor to Tasmania. Sweet & Maxwell (Limited); William Green & Sons, Edinburgh.

CASES OF THE WEEK. House of Lords.

DEWAR v. GOODMAN. 27th and 29th Oct.; 3rd Dec.

LANDLORD AND TENANT—COVENANTS RUNNING WITH THE LAND—COVENANT BY LESSOR TO PERFORM COVENANTS OF HEAD LEASE—COLLATERAL COVENANT—ENLARGEMENT OF COVENANT FOR QUIET ENJOYMENT.

A lease for a term of years of certain land contained a covenant by the lessee to keep in repair all buildings erected on the land and a proviso for re-entry for breach of that covenant. Two hundred and eleven houses were erected on the land. An under-lease was granted of two of the houses and the under-lessor covenanted to repair the premises not demised by the under-lease. The defendant committed a breach of his covenant to repair, whereupon the successors in title of the head landlord obtained judgment against him for possession, and re-entered on the whole of the premises the subject-matter of the head lease, and ejected the plaintiff, who claimed damages from the defendant for breach of the covenant contained in the under-lease. *Jelf, J.*, held that the latter covenant, being a covenant to perform something not on the land demised, was only a collateral covenant, and did not run with the land, and dismissed the action as not being maintainable. The Court of Appeal having affirmed that decision, the plaintiff appealed.

Their lordships dismissed the appeal, holding that the covenant to perform the covenants in the superior lease relating to the premises not demised by the under-lease, being a covenant not to be performed on the demised premises, was only a collateral covenant, and, therefore, not binding on the assigns of the under-lessor though named.

Doughty v. Bowman (11 Q. B. 444) discussed.
Sampson v. Easterby (9 B. & C. 505, 6 Bing. 644) distinguished.

Appeal by the plaintiff from a decision of the Court of Appeal (reported 1908, 1 K. B. 94), affirming a judgment of *Jelf, J.* A lease of certain land at Chelsea contained a covenant by the lessee to keep all buildings erected on the land in repair, with a proviso for re-entry on breach of the covenant. Part of this land was under-let, the under-lease containing a covenant by the under-lessor, his executors, administrators, and assigns, to perform the several covenants and conditions contained in the indenture of lease, so far as the same related to or affected that part of the property included in the lease, but not demised by the under-lease. The under-lease also contained a proviso that the covenants on the part of the under-lessor were entered into with the intention of binding him and his representatives only, while he or they continued to hold the reversion, and of binding, so far as could be, any other person or persons for the time being entitled to the reversion. Subsequently the lease became vested in the defendant, and the plaintiff became assignee of the under-lease. The defendant failed to perform the covenant in the lease to repair certain houses erected on that part of the land not comprised in the under-lease, and the assignee of the reversion expectant on the lease recovered judgment for possession of the whole of the property comprised in the lease, and the plaintiff was ejected. In an action to recover damages for breach of the covenant in the under-lease, *Jelf, J.*, held that the covenant was merely collateral, and did not run with the land, and entered judgment for the defendant. The Court of Appeal affirmed his decision. The plaintiff appealed.

The House, having taken time, dismissed the appeal.

Lord LONSDALE, C., in moving that the appeal should be dismissed, said: I do not propose to review the authorities, which have been long followed, in regard to covenants running with the land. The words which describe them as "touching or concerning the thing demised" are familiar, and no nearer approach to certainty is attainable, though in their application difficulty may at times arise. I cannot say that I think there is any difficulty in the present case. Mr. Copping, in his able argument for the appellant, really asked your lordships to say that the rule is different from that hitherto observed. It is manifest

that this covenant does not touch or concern the thing demised, namely, the land contained in the lease, for it concerns repairs on totally different land. But he, in effect, argues it touches and concerns the estate created by the lease, for that estate may come to an end if the covenant is broken. Buckley, L.J., seems to me to summarize accurately the contention to which the appellant is driven. To prevail, he must contend that "A covenant to do an act not in respect of the demised premises, but which will protect from forfeiture the estate of the lessee in the demised premises, is a covenant which runs with the land." There is no authority for this. The Lord Justice disposes of the suggested precedents. If we were at this date entitled to make a precedent, I can see directions in which it might prove fatal. But the principle is well settled. An ingenious argument was used to the effect that in some way the construction of the covenant for quiet enjoyment was extended by reason of the presence of the other covenant to which I have already alluded, and that thus there has been a breach of the covenant for quiet enjoyment. It is not contended that except in this enlarged sense the covenant for quiet enjoyment has been broken, and I am quite unable to accept the doctrine of expansion. There is no authority for that either. Each covenant speaks for itself. This disposes of the appeal. It may be a hard case on the plaintiff, but, like *Jelf, J.*, I do not feel at liberty to decide the case "upon the ground of expediency or morality," even if I were quite sure in which direction I should be impelled by either.

The Earl of HALSBURY and Lords ROBERTSON and COLLINS gave judgment to the same effect.—COUNSEL, W. COPPING; AHERLEY JONES, K.C., and S. C. N. GOODMAN. SOLICITORS, HAROLD EDWARDS & COHN, NASH, FIELD, & CO.

[Reported by ERSKINE REID, Barrister-at-Law.]

BUCHAN (EARL OF) v. LORD ADVOCATE. 9th and 10th Nov.; 3rd Dec.

REVENUE—SUCCESSION DUTY—ENTAIL—"ACCELERATION" OF SUCCESSION—DEATH OF TENANT FOR LIFE—LIABILITY OF HEIR OF ENTAIL IN POSSESSION TO DUTY ON ORIGINAL SUCCESSION—SUCCESSION DUTY ACT, 1853 (16 & 17 VICT. C. 51), s. 15.

A tenant for life of settled real estate and the tenant in tail in remainder executed in 1872 a disentailing deed, which was duly registered in 1875. On the death of the original tenant for life in 1898, the Crown claimed succession duty.

Held, that succession duty was rightly claimed under section 15 of the Succession Duty Act, 1853.

Northumberland v. Attorney-General (1905, A. C. 406) considered and followed.

Decision of Court of Session (1907, Sess. Cas. 849, 45 Sc. L. R. 572) affirmed.

The appellant's father, David Stuart Erskine, Earl of Buchan, was in 1872 heir of entail in possession of the entailed estates of Strathbrock, Kirkhill, and others in the county of Linlithgow, under an entail dated 1664, and duly registered in 1720. The appellant, the then earl's eldest son, was born in 1850, and as the law then stood the earl was entitled to the estates only with the consent of the heir apparent, whose consent could only be given on his attaining the age of twenty-five. Accordingly no disentail could be carried through by the earl until his son Lord Cardross became twenty-five in February, 1875. The earl was desirous of disentailing the estates, being at that time in embarrassed circumstances, and steps were taken to bring this about in 1872, part of the agreement being that Lord Cardross, on attaining his majority, should give his consent. His title to both the estates was duly registered, and he undertook certain obligations, as provided by the family arrangement, and paid the annuities. The Earl of Buchan died on the 3rd of December, 1898, over twenty-six years after he had ceased to be the owner of the entailed estates, and over twenty-three years after they had been actually disentailed. The Lord Advocate, on behalf of the Commissioners of Inland Revenue, claimed from the appellant succession duty. The claim was resisted on the ground that the property in the estates did not pass to him by the death of his father, but had become his property years previously by operation of the disentailing deed. The First Division of the Court of Session in Scotland having decided in favour of the Crown, the present appeal was brought.

THE HOUSE took time for consideration.

Lord LOREBURN, C., in giving judgment, said that after 1875 Lord Cardross enjoyed the disentailed properties. If he did not alter the destination, then they would descend under the original entail to the persons defined by the entail. He did not alienate them, if that mattered. In 1898 Lord Buchan died, and the Crown claimed that succession duty was payable on that death. In his opinion the Crown was right in that contention. Had there been no transfer in 1872, beyond question there would have been duty payable on a succession when Lord Buchan died. And he thought that section 15 of the Act of 1853 provided in unmistakable terms that the duty should be paid notwithstanding the transfer. The title of Lord Cardross was accelerated by the surrender or extinction of Lord Buchan's prior interest, and the duty became payable at the same time and in the same manner as if no acceleration had taken place. As to the disentailing in 1875, it did not affect the case at all. In fact Lord Cardross continued to hold under the entail, though he held free from its fetters. He did not refer to the discussion by the learned judges in the First Division of the origin and meaning of propulsion in the law of Scotland. The doctrines there laid down had not been disputed at the bar. And whatever view had prevailed on that subject, it would not have altered

the construction and effect of the Act of 1853. The principles acted upon by this House in the case of *Northumberland (Duke) v. Attorney-General* (1905, A. C. 406) would furnish authority for this case, if authority were needed.

Lord ROBERTSON read a judgment to the same effect. So far as the family arrangements went he did not see how they affected the result. The essential fact was that in the sequel the appellant got the estate. He did not see that it would be better or worse if the arrangements had been made for the benefit of the appellant or of both father and son.

Lord COLLINS concurred. Appeal dismissed.—COUNSEL, Scott Dickson, K.C. (Dean of Faculty), Danckwerts, K.C., and Chree; Sir W. S. Robson, A.G., Alexander Ure, S.G. for Scotland, Austen Cartmell, and Robert Munro. SOLICITORS, Neish, Howell, & Holdane, for John C. Brodie & Sons, W.S., Edinburgh; Sir F. Gore, for P. J. Hamilton Grierson, Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

SCHOFIELD v. ORRELL COLLIERY CO. (LIM.). No. 2. 28th Nov. EMPLOYER AND WORKMAN—COMPENSATION—DEPENDANTS—POSTHUMOUS ILLEGITIMATE CHILD—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 13; FIRST SCHEDULE, s. 1.

A posthumous illegitimate child is a "dependant" wholly dependent upon a workman's earnings within the Workmen's Compensation Act, 1906.

This was an appeal from the decision of the judge of the Wigan County Court, sitting as an arbitrator under the Workmen's Compensation Act, 1906. Lawrence Colclough, a collier in the employment of the Orrell Colliery Co. (Limited), about the end of 1905 came to lodge with a Mrs. Schofield, at Newtown, and shortly afterwards began to pay court to her daughter, who worked in a cotton mill, where she earned from 13s. to 14s. a week, and was the main support of her mother. In the latter part of 1907 the girl discovered that she was *enceinte*, and Colclough and she thereupon became engaged to be married. Mrs. Schofield spoke to her daughter about her condition in the presence of Colclough, and on her daughter stating that Colclough was the father he did not deny it, but said that Mrs. Schofield need not trouble herself about her daughter's condition, as he did not intend the child to be a chance child, but intended to marry the girl and to keep her. Colclough asked the girl to have the banns published, and supplied her with the necessary money. On Monday, the 26th of November, 1907, she gave instructions for the publication of the banns, and it was arranged that the marriage should take place on the Saturday following the last publication of the banns—namely, on the 21st of December, 1907. Colclough asked Mrs. Schofield to provide for the wedding party, and he requested an acquaintance of his, a collier, named James Winstanley, to go to the wedding as his friend. On Sunday, the 1st of December, and Sunday, the 8th of December, 1907, the banns were duly published. On the 10th of December, 1907, Colclough was accidentally killed whilst working for the Orrell Colliery Co. in one of their mines. On the 12th of January, 1908, Sarah Schofield left work at the cotton mill, and in March, 1908, she gave birth to a child, who was named Lawrence Schofield Colclough. The infant, by his next friend, claimed compensation under the Workmen's Compensation Act, 1906, as having been a "dependant" of the deceased workman at the time of his death within the meaning of section 13. The county court judge, applying *Williams v. Ocean Colliery Co. (Limited)* (1907, 2 K. B. 422), held that the child was a dependant upon the earnings of the deceased, and awarded the sum of £155, being the present value of an annuity of £15 a year, to continue for fourteen years. The colliery company appealed.

The COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R., said the appeal raised a point which undoubtedly was worthy of consideration, but which, so far as the Court of Appeal was concerned, must be decided in one way only. The Workmen's Compensation Act, 1906, amongst many peculiarities, had one which apparently was not to be found in any other Act of Parliament. For many purposes it put an illegitimate child in the same position as a legitimate child. It did that in language which was remarkable. It provided compensation in certain events for dependants. "Dependants" were defined in section 13 as meaning "such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman at the time of his death, or would but for the incapacity due to accident have been so dependent"; and "member of a family" was defined to include, amongst other persons, a son. The Court of Appeal in *Williams v. Ocean Coal Co. (supra)* had laid it down in no ambiguous language that a posthumous legitimate child was a dependant within the meaning of the Workmen's Compensation Act, 1897, and there was nothing in the judgments in that case to show that the decision was in any way based upon the ground that the dependency of the mother was really the dependency of the child, who was *en ventre sa mère* at the time of her husband's death. The view of the court was that the posthumous child had an independent right of its own, the principle being that a child *en ventre sa mère* was to be deemed to be born so far as it was necessary for the benefit of such unborn child. That decision was binding upon this court. The definition of "dependants" in the Act of 1906 went on; "and where the workman, being the parent or grandparent of an illegitimate child, leaves such a child so dependent upon his earnings that shall include such an illegitimate child." That was to say, an

illegitimate child was made a member of the family in the same sense and to the same extent as a legitimate child. It followed that a posthumous illegitimate child was made a member of the family to the same extent as a legitimate child actually born at the time of the death of the father. No doubt it was a straining of the language of section 13 to hold that a posthumous child, whether legitimate or illegitimate, could be said to have been wholly or in part dependent upon the earnings of the workman at the time of his death. His lordship could not draw any distinction between the two cases based upon the contention that a legitimate child would have a claim upon his father for support, whereas an illegitimate child would not have any such right until an affiliation order had been made. The question of dependency was a mixed question of law and fact, and the facts of the present case supported the presumption of dependency. The mother of the child and the deceased were engaged to be married. He avowed the child to be his. He agreed to marry its mother; he paid for the banns, and the date was fixed for the marriage. The child was not born until after that date. There was no doubt that the father intended to make the child legitimate, a result which would have followed if the father had lived until the marriage had taken place. In any event he did not intend the child to be a chance child, but he intended to take upon himself the responsibility for the maintenance of the child. In that sense the child was a member of the family of the deceased, who was dependent upon the earnings of the deceased, and therefore the decision of the county court judge was right, and the appeal must be dismissed with costs.—COUNSEL, C. A. Russell, K.C., and Rigby Swift; G. A. Scott. SOLICITORS, W. J. Ellen, for Peace & Darlington, Liverpool; Burn & Berridge, for James Wilson, Wigan.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re CURRY. CURRY v. CURRY. Eve, J. 3rd Dec. WILL—LEGACIES—GENERAL OR SPECIFIC—GIFT OF DEBENTURE STOCK "IN" CERTAIN RAILWAYS.

A gift of "2,000 four per cent. debenture stock in the Argentine Great Western Railway" is a general and not a specific legacy where there is nothing in the context to prevent such a construction, and therefore it does not carry interest from the death of the testator.

This was a summons raising the question whether certain legacies were general or specific legacies. The testator, who died in September, 1903, by his will, dated the 13th of December, 1900, gave and bequeathed to each of his daughters "2,000 four per cent. debenture stock in the Argentine Great Western Railway Co., £2,000 four and a half per cent. second debenture stock in the Buenos Ayres and Pacific Railway," etc., "making £10,000 worth of stock for each of my said daughters." The testator declared that his trustees should retain the share of each of his daughters in the said stocks and securities upon trust for such daughters for life and then, for their children. The testator gave to his trustees £1,000 cash upon trust to invest the same in four per cent. debenture stock of one of the Argentine railways, and to pay the interest on such stock to Mrs. Painter for life. And the testator directed payment out of the residue of "debts and the legacies other than specific bequeathed by this my will." Counsel, on behalf of the daughters, relied upon the word "in," and referred to *Re Pratt* (1894, 1 Ch. 491). On the other hand, it was contended that the word "in" was only descriptive of the stock, and that a gift of specific stock was not a specific legacy.

Eve, J., said the question was whether these legacies were specific. It was said that the expression debenture stock "in" railways made them specific. I do not, however, attach much importance to the word "in." It is only a descriptive word, and merely means stock of a particular railway. That being so, and having regard to *Macdonald v. Irvine* (8 Ch. D. 101) and *Re Gray* (36 Ch. D. 205), I should be going contrary to the law if I held the gift standing alone was a specific legacy. Then was there anything in the will to negative that construction? Did the testator shew a contrary intention? He used the word "retain," but that only meant that the stock was not to be sold, and did not mean that the previous gift was specific. Then there was the subsequent gift to another legatee, which took the form of a gift of cash to the trustees upon trust to invest for the benefit of the legatee. But I ought not to hold that this change in the form of the bequest was intended to control the previous gifts. Lastly, there was the mention of specific legacies in the residuary bequest, but that also was not sufficient to make the legacies specific. I hold, therefore, that the legacies were general and not specific, and consequently that the testator's daughters are not entitled to interest from the death of the testator.—COUNSEL, P. O. Lawrence, K.C., and Bovill, Jessel, K.C., and Clouston. SOLICITORS, Pettifers & Pearkes; Lawrence, Graham, & Co.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Bankruptcy Cases.

Re MRS. IDA SIMON. C.A. No. 2. 3rd Dec.

BANKRUPTCY—MARRIED WOMAN—SEPARATE PROPERTY—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1, SUB-SEC. 5—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 152.

In order to bring a married woman within the jurisdiction of the

Bankruptcy Court the only condition precedent required is proof that she is trading separately from her husband; it is not necessary to prove that she is possessed of separate property.

Re Helsby, Ex parte Helsby (1 Mans. 12), overruled on the point.

Appeal from a receiving order made by Mr. Registrar Linklater. The appellant was Mrs. Ida Simon, the wife of Max Simon, who became bankrupt in 1892, and did not apply for his discharge until 1907, when his discharge was suspended for two years from the date of his application. Upon the husband becoming bankrupt, Mrs. Simon sold her jewellery, and with the proceeds started a business called "The Wonder Piano Manufacturing Co." in Seymour-street, Euston-road. She opened a banking account in the name of "The Wonder Piano Manufacturing Co., Ida Simon, proprietress; Max Simon, manager." She signed procurations forms enabling her husband to draw cheques on the account, she took no part whatever in the business, and never went into the business premises except to call for her husband and walk home with him in the evening. In 1896 the business was moved to Holloway-road, where a lease of the premises was taken in the joint names of husband and wife. In the autumn of 1908 the business was failing, and Mrs. Simon called a meeting of her creditors. On the 2nd of October she executed a deed of assignment for the benefit of creditors, with the usual resulting trust to herself of the surplus, should there be any, after payment of the creditors. On the 6th of October a bankruptcy petition was presented against her, and on its hearing she contended that she was not trading separately from her husband, and that she had no separate property, because she had disposed of it all by the deed of assignment. The registrar held that she was trading separately, and that the surplus reserved to her by the deed constituted separate property, and made a receiving order against her. Our appeal counsel contended on her behalf that the petitioning creditor was bound to prove both that she was trading separately from her husband and that she was possessed of separate property. As to the first point, he argued that the admitted facts shewed that the husband had entire control of the business, and that, therefore, she was not trading separately from him. As to the second point, he argued that the possession of separate property was a condition precedent to her being brought within the jurisdiction of the court: *Re Helsby* (1 Mans. 12, *per* Kennedy, J., at p. 13). "In order to found proceedings in bankruptcy against the appellant, who was a married woman living with her husband, there must be a trading separately from her husband; and there must be separate property to be administered in the bankruptcy." The time for ascertaining whether she has separate property or not is the time when application is made for the receiving order: *Re A Debtor* (46 W. R. 675; 1898, 2 Q. B. 576). At that date she had no separate property, as she had assigned it all for the benefit of her creditors. The possible surplus was not property within the meaning of the Married Women's Property Act, 1882, as it could not be taken in execution: *Ex parte Gilchrist, Re Armstrong* (34 W. R. 709, 17 Q. B. D. 531). Counsel for the respondent were not called upon.

COZENS-HARDY, M.R.—In this case we have heard an able and interesting argument from Mr. Hansell, who contends that the court has no jurisdiction to make a receiving order against the appellant. Two points have been raised, the first being that the appellant was not trading separately from her husband. That is a question of fact, which depends upon the evidence which was given before the registrar, and, having regard to that evidence, I think it is clear that she was carrying on this trade separately from her husband within the meaning of section 1, sub-section 5, of the Married Women's Property Act, 1882. The second point is that the court has no jurisdiction to make a receiving order against a married woman without proof, not only that she is trading separately from her husband, but also that she has separate property at the date when the receiving order is asked for. I do not assent to that contention; as I read section 1, sub-section 5, of the Married Women's Property Act, 1882, that section simply provides one condition precedent which is necessary to give the court jurisdiction, that condition precedent being that she is carrying on a trade separately from her husband. Given that one condition precedent, she is subject to the bankruptcy law just as if she were a *feme sole*, but being so subject to the bankruptcy law, she is only subject to the extent of her separate property. I think, however, that there is no obligation on the petitioning creditor to prove separate property at the date of the petition, though the question whether there is separate property or not is one on which the Bankruptcy Court will exercise its discretion as to making her bankrupt or not. It has ample jurisdiction to make the receiving order if it thinks fit. In the present case I feel no doubt that the surplus reserved to the appellant under the resulting trust in the deed of assignment was separate property, which she had at the date of the petition, for it was property which could be got at by equitable execution. It has been argued that this decision is inconsistent with the case of *Re A Debtor*, where a single woman, against whom a petition had been presented, married before it came on for hearing. All that case decided was that the status of a married woman was an answer to bankruptcy proceedings, except in the case where she is trading separately from her husband, which was not there the fact. The true view of the law is, that given separate trading, the status of a married woman is no protection, although the proceedings can only operate on her separate property, and will not apply to some property, which in the case of a man or a spinster would be property within the meaning of the Bankruptcy Act.

FLETCHER MOULTON, L.J.—On the first point I have no doubt that as a matter of fact the business in this case was the sole property of the wife, though the husband was the manager. As to the second point, I agree that under section 1, sub-section 5, of the Married Women's

Property Act, 1882, there is only one condition precedent, separate trading, required to bring a married woman within the jurisdiction of the Bankruptcy Court. If that condition precedent is satisfied, she is liable to be made bankrupt, but the provisions of the Bankruptcy Act will only affect her separate property. In a case where she has no separate property there is no property which they will affect, and the court, as in the case of a man, may in the exercise of its discretion refuse to make a receiving order, not for want of jurisdiction, but because the court thinks it an idle proceeding. The bankruptcy law has the same power over a man who has nothing and a man who has property. In the present case there is no doubt that the appellant was trading separately from her husband, therefore she comes under the Bankruptcy Act. It has been urged that she has no property because she has assigned it all away by the deed, but if she were a man, would the court in the exercise of its discretion refuse to make a receiving order? Most certainly it would not, for, on her adjudication, the property transferred by the deed would pass to the trustee in bankruptcy. Reliance has been placed on *Re A Debtor*. That is an admirable case for showing what is the true condition precedent to applying the bankruptcy law to married women, for there it had to be admitted that the debtor was not a married woman trading separately from her husband. As to *Re Helsby*, I do not understand that case, but if it decides what the headnote states it cannot be supported. The headnote is: "A married woman cannot be made bankrupt in respect of a business carried on by her if such a business is even partially under the control of her husband. It is not sufficient that her interest in the business is her separate property." If that means that the business is under the husband's control merely as manager, and that he has no proprietary interest in it, it cannot be supported. If the business is the wife's property then, whether the husband is manager or not, the property is hers, and the trading is separate. The judges in that case did not sufficiently distinguish between the condition precedent and the extent to which bankruptcy proceedings apply. To the extent of the headnote above referred to, and to the extent to which that case decided that there must be separate property to be administered in the bankruptcy, it must be considered reversed.

FARWELL, L.J.—As to the second point argued in this case, I was startled at the proposition that a married woman, after she has committed an act of bankruptcy, can at once avoid bankruptcy by divesting herself of her property. The only condition precedent to bringing her within the jurisdiction of the Bankruptcy Court is separate trading; when that is satisfied, she is in the same position as if she were a *feme sole*. If she be treated as a *feme sole* the contentions raised on her behalf are useless, for, in the first place, the transfer of her property will be void as against the trustee in bankruptcy; and, in the second place, the actual existence of separate property is not essential in the sense that it is a condition precedent to prove separate property. If there is no separate property she may still be made bankrupt, for, to adopt a dictum of Vaughan Williams, J., in the case of a company which was alleged to have no assets, she "is a wreck in the fairway of commerce and ought to be destroyed." Appeal dismissed.—COUNSEL, Hansell; Lewis Thomas, K.C., and W. de B. Herbert. SOLICITORS, Coburn & Co.; Syrett & Sons.

[Reported by P. M. FRANCIS, Barrister-at-Law.]

Solicitors' Cases.

Re A. F. & W. R. TWEEDIE'S TAXATION. Eve, J.

2nd and 5th Dec.

SOLICITOR—COSTS—TAXATION—MORTGAGEE'S COSTS—COPIES OF DEEDS IN POSSESSION OF MORTGAGEE AS TENANT FOR LIFE—MORTGAGEE TAKING POSSESSION—NOTICES TO TENANTS—CHARGES FOR DRAWING NOTICES.

A mortgagee who obtains possession of deeds as tenant for life is entitled to hold them as mortgagee.

Where a mortgagee takes possession and serves the tenants with notice he is not entitled to charge for drawing more than one notice.

This was a summons to review taxation between mortgagor and mortgagee's solicitors. The applicants were trustees of the will of the mortgagor. In 1899 Miss S. became tenant for life of the settled estates, and she was also at that time mortgagee of the inheritance for £9,700. Miss S. died in 1904, and one of the trustees became tenant for life. Miss S.'s executors then went into possession, and gave notice to the tenants to pay their rents to the executors. In March, 1900, an order was made for delivery of certain very old deeds to Miss S. as tenant for life, she undertaking not to part with them without the consent of the trustees. In May, 1906, the mortgage was transferred to the Prudential Insurance Co., who required copies of the old deeds. On taxation of the mortgagee's costs the applicants objected to the charge for the copies of the old deeds on the ground that they were held by Miss S. as tenant for life and not as mortgagee. They also objected to the charges for drawing notices to the tenants, contending that only one charge for drawing ought to be allowed and not for drawing each notice, they referred to *Wellby v. Still* (1895, 1 Ch. 524). The respondents on the first point relied on *Foster v. Crabbe* (12 C. B. 136) and on the second point said it was a mere matter of quantum and in the discretion of the taxing master. On the second point the summons stood over in order that the judge might make inquiries at the taxing office.

EVE, J., on the first point said Miss S. held certain deeds as mort-

gatee, and some very old deeds relating to the same property were handed over to her as tenant for life, subject to her undertaking not to part with them without the consent of the trustees. On the death of Miss S. the mortgage was transferred, and the transferees applied for copies of the old deeds, which were supplied and charged for in the mortgagee's bill of costs. It was said that these charges ought not to be included. It seems to me that when Miss S. got possession of the deeds she held them subject only to the undertaking, and that having got them subject only to the undertaking she was entitled to say that she held them as mortgagor. Therefore the charge for copies was properly included in the bill. With regard to the second point, my attention was drawn to a statement in Scott's Guide to Costs, p. 105. There being no authority on the point, I consulted the taxing master and find that the statement is in accordance with the invariable practice, which is to allow one shilling per folio for drawing the first notice and fourpence a folio for subsequent copies. The certificate will therefore be varied, and one shilling per folio will be allowed for drawing the first notice, and for subsequent notices no charge will be allowed for drawing, but only fourpence per folio for two copies.—COUNSEL, Rolt; Errington. SOLICITORS, H. J. Adkin, for Sharp & Weir, Brighton; A. F. & R. W. Tweedie.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In the Matter of C. AND ANOTHER. Div. Court. 1st Dec.

SOLICITORS—UNDERTAKING BY—DISCIPLINARY JURISDICTION OF THE COURT—PERSONAL UNDERTAKING.

An undertaking by solicitors (defendants) in these terms: "In consideration of you (plaintiffs' solicitors), on behalf of your clients, agreeing to the proceedings . . . being adjourned for one week . . . we on behalf of our clients undertake to apply at the opening of the court" for certain cross-summonses "and to pay to you on behalf of your clients whatever balance may be adjudged by the magistrate to be due to your clients," is a personal undertaking by the solicitors, for if it were not so the undertaking would mean nothing, the clients being liable by the order of the magistrate.

On the 28th of February the Islington Borough Council took out a summons against the Consolidated Supply Co. (Limited) for £28 5s. for the supply of electric light. The defendant company were represented by Messrs. C., a firm of solicitors. The defendant company, desiring to take out cross-summonses against the plaintiff council, their solicitors, Messrs. C., wrote the following letter to the solicitors of the plaintiff council (Messrs. Bramall & White) on the 10th of March, 1908:—"Dear Sirs,—Consolidated Supply Co. (Limited) v. Islington Council.—Referring to our several conversations by telephone to-day in consideration of you, on behalf of your clients, agreeing to the proceedings instituted by them in the North London police court being adjourned for one week from Friday next, the 13th inst., we, on behalf of our clients, undertake to apply at the opening of the court on Friday next for the necessary summonses, under the Electric Lighting Acts, such summonses to be returnable and to be heard on the same day and at the same time as your adjourned summons, and to pay to you, on behalf of your clients, whatever balances may be adjudged by the magistrate to be due to your clients. On receipt of this letter perhaps you would kindly write us agreeing, on behalf of your clients, to this adjournment, in order that we may produce the same to the magistrate when we make our application in the morning. We will, as arranged, telephone you the result of our application in order to save you the necessity of attending the court in the afternoon." The terms of this letter were agreed to. The hearing of the summons and cross-summonses was subsequently again adjourned, on account of the chief witness of the defendant company being ill. On the 9th of April Messrs. C. wrote to the plaintiffs' solicitors informing them that joint receivers and managers had been appointed by the High Court of the property and assets of the defendant company, on behalf of the debenture-holders, and on the 11th of April they wrote to the plaintiffs' solicitors that they did not propose to resist the plaintiffs' claim or to offer any evidence on the cross-summonses. Accordingly, at the hearing an order was made for payment by the defendant company of £25 11s., together with 6s. costs. The plaintiffs thereupon asked the solicitors to the defendant company (Messrs. C.) for payment of these amounts pursuant to their undertaking contained in the letter of the 10th of March, alleging that this undertaking was a personal undertaking. Messrs. C. refused payment, contending that they only gave an undertaking on behalf of their clients, and that payment must be enforced from them. The plaintiffs thereupon took out a summons at chambers asking that the solicitors (Messrs. C.) might be ordered, under the disciplinary jurisdiction of the court over their officers, to pay the plaintiffs the sum of £28 5s. on their personal undertaking contained in the letter of the 10th of March. Ridley, J., was of opinion that the undertaking was not personal, and refused to make the order. From this decision the plaintiffs appealed.

BIGHAM, J., said that in his opinion the appeal must be allowed. The only question raised was whether these solicitors had given a personal undertaking to pay this sum. The facts appeared from the document that was before them—the letter of Messrs. C. to Messrs. Bramall & White. The Islington Borough Council, who were represented by Messrs. Bramall & White, had taken out a summons against the defendant company for electric light supplied to the company. Then Messrs. C. wrote the letter of the 10th of March, 1908, by which they, on behalf of their clients, undertook to apply for certain cross-summonses at a certain time, and to pay to the plaintiffs' solicitors, on behalf of their clients, the balance adjudged by the magistrate to be

due to the plaintiffs. [The learned judge then read this letter, which has already been set out.] It was said that these words did not convey that the writers of the letters were themselves to pay the amount. With that contention he did not agree, because if that was what the letter meant it meant nothing. He (the learned judge) could not believe that the letter was not intended to mean that the solicitors themselves would pay or that it was not so understood by Messrs. Bramall & White. To give the letter the interpretation suggested by these solicitors is to interpret it as saying nothing at all, because the client was, of course, liable to pay this amount. It was clear that the writers of this letter wrote that if the other side would consent to an adjournment, they were to get something which otherwise they would not have got.

WALTON, J., said that he agreed. It appeared that the case of *Hall v. Ashurst* (1 C. & M. 714) was not before the learned judge when he made this order. He thought that the letter was open to the construction of its being a personal undertaking, and that construction seemed to be necessary to give it any effect at all.—COUNSEL, Frank Newbold; B. Lailey. SOLICITORS, Bramall & White; C. & Co.

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

ROYLE v. ROYLE. Gorell Barnes, P., and Bargrave Deane, J.

19th Nov.

APPEAL FROM JUSTICES—MAGISTRATES' NOTES OF EVIDENCE—SHORTHAND NOTES—VERIFICATION AND COST—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895.

Under the Summary Jurisdiction (Married Women) Act of 1895, it is the duty of the magistrates' clerk to take a note of the evidence and of the reasons for the justices' decision. If a shorthand note is taken it is to be supplied free of cost and should be verified. Unless the shorthand note is provided free of cost the parties are entitled to an ordinary note.

Appeal by husband from order of the justices of the Dale-street (Liverpool) bench. On the case being called on, the court inquired for a copy of the justices' "notes," the hearing being adjourned for their production. When the hearing was resumed counsel for the appellant stated that it was not the practice for the justices to take a note of the proceedings either personally or by their clerk. A clerk in the magistrates' clerk's office had taken a shorthand note, and copies of this were now available for the court's use. [GORELL BARNES, P.—The magistrates' clerk cannot get rid of his duty to take a note by having a shorthand one taken: *Cobb v. Cobb* (1900, P. 145).] Counsel for the respondent expressed his willingness that the court should use the shorthand note. [BARGRAVE DEANE, J.—How are we to know that the shorthand note produced is authentic?]

THE COURT (GORELL BARNES, P., and BARGRAVE DEANE, J.) then proceeded to hear the case, which was of no legal interest, and in the end dismissed the appeal with costs.

GORELL BARNES, P., said that unless the parties were willing to pay for a shorthand note there was no ground for the clerk to the justices being released from his duty. The parties were entitled to an ordinary note of the proceedings and of the reasons of the justices' decision. There was no justification for the parties being put to the extra cost of a shorthand one. If a shorthand note was taken it must certainly be verified.—COUNSEL, J. E. Walker; Grazebrook. SOLICITORS, Helder, Roberts, & Co.; W. P. Ellen.

[Reported by DIBBY COLES-PARRY, Barrister-at-Law.]

Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 3rd inst., Mr. Pretor W. Chandler in the chair. The other directors present were Mr. S. J. Daw, Mr. F. W. Emery, Mr. T. H. Gardiner, Mr. R. H. Peacock, Mr. R. J. Pead, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £35 was voted by way of temporary relief to several applicants for assistance pending their application for the old age pension, as the board felt it desirable to first ascertain what amount applicants over seventy years of age would obtain under the Old Age Pension Scheme, making the association's grant as an addition thereto. A new life member was elected and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 9th inst., Mr. Walter Dowson in the chair; the other directors present being Sir John Hollams and Messrs. W. C. Blandy (Reading), Alfred Davenport, Charles Goddard, J. R. B. Gregory, Samuel Harris (Leicester), C. G. May, and J. T. Scott (secretary). A sum of £700 was distributed in grants of relief, and seven new members were admitted.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—NOVEMBER, 1908.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

HAROLD REASON PYKE, who served his clerkship with Mr. Charles Cockburn Marriott, of London.

ARTHUR CUTHERBERTSON PONSFORD, who served his clerkship with Mr. William H. Devenish, of London.

RICHARD BERTRAM GUY, who served his clerkship with Mr. John Whitlock Morris, of Cardiff.

JOSEPH MOON DICKINSON, who served his clerkship with Mr. James Bracewell, of Colne, Lancashire.

SECOND CLASS.

[In alphabetical order.]

Norman Croom-Johnson, who served his clerkship with Mr. Douglas Dobie, of the firm of Messrs. Brown & Dobie, of Chester; and Messrs. Buck, Mellor & Norris, of London.

Douglas Thornbury Garrett, B.A. (Camb.), who served his clerkship with Mr. Samuel Garrett, of the firm of Messrs. Parker, Garrett, Holman & Howden, of London.

Cecil Newton Graham, who served his clerkship with Mr. W. G. Egerton Verrall, of the firm of Messrs. Verrall & Son, of Worthing; and Mr. John Hands, of London.

Robert Ernest Hill, who served his clerkship with Mr. A. Procter, of Messrs. Holtby & Procter, of York; and Messrs. Bell, Brodrick & Gray, of London.

Frederick George Hills, who served his clerkship with Mr. C. F. S. Blyth, of the firm of Messrs. Blyth, Dutton, Hartley & Blyth, of London.

Harry Wilfrid Jagger, B.C.L., M.A. (Oxon.), who served his clerkship with Messrs. Ryland, Martineau & Co., of Birmingham; and Messrs. Sharpe, Pritchard & Co., of London.

Alfred Denys Strickland Rogers, LL.B. (Camb.), who served his clerkship with Mr. Francis W. Darch, of London.

THIRD CLASS.

[In alphabetical order.]

Edward Spencer Bantoft, who served his clerkship with Mr. John F. Lonsdale, of London.

Philip Beilby Beecroft, LL.B. (Leeds), who served his clerkship with Mr. James Moxen, of the firm of Messrs. Moxon & Barker, Pontefract.

Ernest Harvey Clifford Boroughs, who served his clerkship with Mr. George Boyd Wicks and Mr. Sydney John Henry Knight, both of London.

Henry John Carr, who served his clerkship with Mr. Albert Edward Carr, of Leeds.

Tarrant Doran Cox, who served his clerkship with Mr. Francis Joseph Tolhurst, and Mr. Bernard Wilshire Tolhurst, both of Southend-on-Sea.

Robert Edmond, who served his clerkship with Mr. Samuel Rowland Holliday, of North Shields.

Henry Ratcliffe Ellis, who served his clerkship with Mr. Thomas Ellis, of the firm of Messrs. Peace & Ellis, of Wigan.

William Bruce Glasson, who served his clerkship with the late Mr. T. Lamony and Mr. T. H. Little, both of the firm of Messrs. Little & Lamony, of Penrith.

Henry Wallace Henderson, who served his clerkship with Mr. W. A. Roberts, of Bristol; and Mr. W. Negus, of London.

Gilbert Hicks, who served his clerkship with Mr. W. J. S. Scott, of Newcastle-on-Tyne.

George Martin Johnson, who served his clerkship with Mr. Septimus Brutton, of Portsmouth.

James Critchley Jubb, who served his clerkship with Mr. J. H. Craik, of Batley; and Messrs. Rawle, Johnstone & Co., of London.

John Henry Knight, who served his clerkship with Mr. W. F. Long, of Bath.

Tudor Arto Morris, who served his clerkship with Mr. G. C. Rees and Mr. M. H. Jones, both of the firm of Messrs. Matthew Jones & Rees, of Liverpool.

George Norrington, who served his clerkship with Mr. A. Martin Alford and Mr. Richard Tapley, both of Exeter.

Apsley Kenelm Peter, who served his clerkship with Mr. A. R. Peter, of Holsworthy.

Roy PinSENT, B.A. (Oxon.), who served his clerkship with Mr. Hume C. PinSENT, of Birmingham; and Messrs. Field, Roscoe & Co., of London.

Frank Coleman Polglase, who served his clerkship with Mr. William Jenkins and George Appleby Jenkins, both of Falmouth.

Charles Andrew Sutherland Russ, who served his clerkship with Mr. Charles Angelo Russ, of London.

Bernard Albert Schooling, who served his clerkship with Mr. William Gamble, of London.

Lyon Watson Taylor, who served his clerkship with Mr. Edward Lyon Taylor, of Rochdale and Manchester.

Edward Northcote Toller, who served his clerkship with Mr. Edward P. Toller, of Kettering; and Mr. John Indermaur, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Pyke—the Clement's Inn prize, value about £10; and the Daniel Beardon prize, value about twenty guineas.

To Mr. Ponsford—the Clifford's Inn prize, value five guineas.

To Mr. Guy—the New Inn prize, value five guineas.

To Mr. Dickinson—the Law Society's prize, value five guineas.

To Mr. Hills—the John Mackrell prize, value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-seven candidates gave notice for the examination.

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London,

4th of December, 1908.

Examinations at the Law Society in the Year 1908.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

SCOTT SCHOLARSHIP.

Reginald Arthur Newton being, in the opinion of the Council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the scholarship founded by Mr. James Scott, of Lincoln's-inn-fields. Mr. Newton served his articles of clerkship with Mr. Arthur John Edward Newton, of the firm of Messrs. Arthur Newton & Co., of London; and obtained the Clement's Inn, the Daniel Beardon, and the John Mackrell Prizes at the Honours Examination held in June, 1908.

BRODERIP PRIZE.

Reginald Arthur Newton being first in order of merit, and having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, passed a satisfactory examination, and attained honorary distinction, the Council have also awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Newton served his articles of clerkship as stated above.

THE CLABON PRIZE.

William Ashcroft Lambert having shewn himself best acquainted with the Law and Practice of Equity, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the prize founded by Mr. John Moxon Clabon, of Great George-street, Westminster. Mr. Lambert served his articles of clerkship with Mr. N. Newbold Kay, of York; and Mr. J. H. Davidson, of Sheffield; and obtained third class honours at the Honours Examination held in March, 1908.

LOCAL PRIZES.

TIMPRON MARTIN PRIZE FOR CANDIDATES FROM LIVERPOOL.

Tudor Arto Morris, who served two-thirds of his period of service in Liverpool, passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. Timpron Martin, of Liverpool. Mr. Morris served his articles of clerkship with Mr. G. S. Rees and Mr. M. H. Jones, of the firm of Matthew Jones & Rees, of Liverpool; and obtained third class honours at the Honours Examination held in November, 1908.

ATKINSON PRIZE FOR CANDIDATES FROM LIVERPOOL OR PRESTON.

Tudor Arto Morris having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. Atkinson, of Liverpool. Mr. Morris served his articles of clerkship as before mentioned.

BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.

Thomas Cuthbert Kemp, B.A. (Oxon.), having, from among the candidates who have passed two-thirds of their term of service with a member of the Birmingham Law Society, been declared by the examiners to be first in order of merit, the Council have awarded to him the gold medal of the Birmingham Law Society. Mr. Kemp served his articles with Messrs. Campbell, Brown & Ledbrook, of Warwick; and Mr. F. Dorman, of London; and obtained the Clifford's Inn prize at the Honours Examination held in January, 1908.

BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

Harry Wilfrid Jagger, B.C.L., M.A. (Oxon.), having, from among the candidates who passed two-thirds of their term of service with a member of the Birmingham Law Society, and who has not taken the society's gold medal, attained honorary distinction in the second class, the Council have awarded to him the bronze medal of the Birmingham Law Society. Mr. Jagger served his articles of clerkship with Messrs. Ryland, Martineau & Co., of Birmingham; and Messrs. Sharpe, Pritchard & Co., of London; and obtained second class honours at the Honours Examination, November, 1908.

STEPHEN HEELIS PRIZE FOR CANDIDATES FROM MANCHESTER OR SALFORD.

Gilbert Barrett, having passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Barrett served his clerkship with William Laurence Chew, of the firm of Messrs. W. C. Chew & Sons, of Manchester; and obtained third class honours at the Honours Examination held in June, 1908.

THE MELLERSH PRIZE.

Charles Andrew Sutherland Russ, from among candidates who have been articled in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practised in either of those counties, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Russ served his clerkship with Mr. Charles Angelo Russ, of London; and obtained third class honours at the Honours Examination held in November, 1908.

On report of the Examination Committee, and

By order of the Council,
E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London,

4th of December, 1908.

The Birmingham Law Students' Society.

The annual dinner of the Birmingham Law Students' Society was held on Friday in last week, Lord Justice Fletcher Moulton, the President, taking the chair. There was a large attendance, including the Lord Chief Justice of England.

The PRESIDENT, says the *Birmingham Daily Post*, devoted his address to the subject of "Case Law." He said there was no country he knew in which so large a proportion of jurisprudence rested on case law as in this country. Originally the law of England was well nigh as local as its life. Those were the days in which intercourse between different parts of the country was almost impossible, when people lived within a few miles of their birthplace all their lives, and when the customs of the place were tenaciously remembered by all and infringed by anyone at his peril. In those days different laws arose, protected by different jurisdictions, and it looked as though nothing but chaos could come. But gradually the King's judges took a larger and larger share in administering justice, and drew under their dominion the whole of the realm. From that time English common law might be said to have had an existence, and it was administered by a very remarkable succession of men, to whom England owed much. Case law was, to his mind, the most perfect form of law, because it was that which could most perfectly adapt itself to the circumstances of the case. It had as great precision as statute law, and it was not cursed with that uniformity which often did great injustice. He would advise them to study the cases which had been decided by those whose names were most revered in the history of English jurisprudence. Let them study the cases thoroughly, marking the language used with reverence, because the language those great minds had chosen was best suited to express their meaning. If they did, they would fit themselves for handing down the great traditions of English law undisfigured to future generations.

The toast of "The Birmingham Law Students' Society" was proposed by the PRESIDENT, who expressed his warm appreciation of such societies. He coupled with the toast the name of Mr. E. H. Clutterbuck, the hon. secretary, who responded.

The toast of "The Bench and the Bar" was proposed by Sir OLIVER LODGE.

The LORD CHIEF JUSTICE, who responded for the Bench, said the longer a judge sat the more difficult he found it adequately and properly to discharge his duties. He was not going to assume modesty, or humility, because everyone learned by experience. But at the same time he could say, after nine years' work on the Bench, that there was nothing more difficult than to preserve the dignity of a court and keep, without irritation to anyone, the course of business in its proper channel. There was nothing worse than an absolutely silent judge. Counsel did not know what was in his mind. They might be labouring to establish propositions on which he was already satisfied, or to urge points which he thought of no importance. On the other hand, there was no greater nuisance than a talking judge. No one wanted judges to talk, and they ought not to. But it was absolutely necessary—and here came in the great difficulty which could only be dealt with by experience—that the judge should be able to communicate to counsel, without interrupting the course of their arguments, what he wanted argued, and the difficulties which he thought they ought to surmount.

Mr. J. J. PARFITT, K.C., responded on behalf of the Bar.

"The Birmingham Law Society" was proposed by Mr. T. H. BETHELL, and was responded to by the hon. secretary of the society, Mr. EDWARD EVERSHED.

Mr. G. A. BAKER proposed "The Visitors," and the toast was replied to by Mr. A. POWELL, K.C.

The health of the President was proposed by Mr. E. W. CAVE, the vice-president, and was enthusiastically honoured.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 8.—Chairman, Mr. G. C. Blagden.—A lecture was delivered by Mr. R. C. Stephenson, B.A., on "The Ways and Means of Becoming a Good Speaker." A discussion followed, in which the following gentlemen took part : Messrs. Thomson, Dr. Horsford, Guest, Henderson, Bartlett, Dowding, Meeke, and Hands.

Obituary.

Mr. T. C. Blofeld.

We regret to announce the death of Mr. Thomas Calthorpe Blofeld, barrister-at-law, Chancellor of the Diocese of Norwich, on Saturday last. He was educated at Eton and Trinity College, Cambridge, and was called to the bar in 1862. He joined the South-Eastern Circuit, and acquired a considerable practice. He was for some years after 1866 a reporter on the staff of the *Weekly Reporter*, and contributed to this journal articles on legal subjects marked by a combination of sound law and humour. From 1877 to 1906 he was Recorder of Ipswich, and was chairman of quarter sessions until his retirement in the present year. He was president of the Norwich Union Life Insurance Society from 1899 to 1906.

Legal News.

Appointment.

The degree of Doctor of Laws was conferred on Saturday last, by the University of Cambridge, upon Mr. H. W. SAW, B.A., LL.M., of King's College, a member of the firm of Messrs. Saw & Sons, solicitors, 52, Queen Victoria-street, E.C., and Greenwich, S.E.

General.

The Companies Consolidation Bill was read a second time in the House of Commons on the 3rd inst. Mr. Churchill said the Bill was simply a consolidation Bill, reproducing the law at present expressed in eighteen different statutes. It had been considered by a Joint Committee of a most representative and authoritative character. The Bill was read a second time and referred to Committee of the whole House.

The Royal Commission on the Land Transfer Acts on Thursday in last week heard evidence by Colonel Creswell, the head of the mapping department of the office of Land Registry. Mr. James E. Hogg, barrister, offered suggestions for amending the law as to registration of title, and other witnesses were examined as to their personal experiences of voluntary registration under the existing system of registration of title.

The Select Committee presided over by Mr. Phipson Beale, which has been considering the Trusts Bill for the codification and consolidation of the law of trusts, have now, says the *Times Parliamentary Correspondent*, decided on their report. They will recommend that a Bill should be brought in in the future for a codification of some part of the law of trusts, while leaving unfettered the discretion of the courts as to equitable doctrines.

A member of the Bar has, says a writer in the *Globe*, found at a bookstall a second-hand copy of the "Justice's Note Book" for 1892, bearing on its title-page the autograph of Sir Ralph Littler. Some well-known words which the late Chairman of the Middlesex Sessions wrote on the fly-leaf of the volume show that he felt a proper regard for most of the criticism with which he was assailed. "A popular judge is a deformed creature, and plaudits are fitter for players than for judges," is the Baconian utterance in which he found comfort. "I wish popularity, but it is that popularity which follows, not that which is run after. . . . I will not avoid doing what I think is right, though it should draw on me the whole artillery of libels, all that falsehood and malice can invent, or the credulity of a deluded populace can swallow," is the passage he copied from Lord Mansfield's famous judgment in John Wilkes' case.

Mr. C. B. Seymour, writing in the *Central Law Journal*, says that "When Mr. Hargrave was preparing his edition of Coke upon Littleton he found a MS. commentary on Littleton (Harleian MS. No. 1621). He paid for copying it £12 10s. 4d. In 1829 Henry Cary published it; its date and the name of its author are unknown. It is a book showing great learning and having a style comparable with that of Blackstone. It seems strange that a book of such excellence and involving so much labour was not published by its author. To me it seems probable that the book was written in 1624 by Sir John Davies. The preface shews that no commentary on Littleton had appeared. On the same page it is said: 'And the king in his preface to his meditation upon the Lord's Prayer, doth remember that the author of that book titled "The Trial" wisteth every man to abstain from writing any book when past fifty, which is a good caveat for myself.' As the king (James I.) died in March, 1625, and as Davies was born in 1570, my conjecture as to date and author is somewhat confirmed. Sir John Davies is the only man known to me of that period who possessed such learning and such style. Some pages of the remarks headed Littleton and prefixed to the commentary are taken from (and credited to) the preface to Sir John Davies' reports. Throughout the commentary the references to Sir John Davies' reports are quaint. Thus on page 34 at the end of a sentence translated from the report there is added, 'Sir John Davies' report, 34 a Nota Litt,' and on page 95 after a citation from those reports it is said: 'Read the book.' Sir John Davies was found dead in his bed December 8, 1626, by reason of apoplexy; within two years Coke upon Littleton had appeared and thus rendered any other commentary superfluous."

It is stated that Judge Bompas will retire at the end of the present year.

At Fulham on Tuesday Judge Selfe opened the new West London County Court. It is situated in North End-road; the old court was in Whitehouse-grove, Chelsea. The lease of those premises recently ran out, and the authorities decided to provide a larger building in a more central position. The new building extends backwards several hundred feet from the main road. Judge Selfe, upon taking his seat, says the *Times*, described the building as a very fine one. So far as he could learn from a cursory inspection of the place, they had courts and offices which were admirable in every respect. He was afraid they would be less easy of access for counsel and solicitors having offices in the West End, but they would undoubtedly prove a great convenience to the inhabitants of that district, which had grown enormously since the court was constituted in 1846. The removal of the court involved a change of name, since Brompton County Court seemed inappropriate. Subsequently, by an order of the Council, the name had been changed from the Brompton County Court to the West London County Court.

An interesting little ceremony was enacted at the Law Courts on Monday afternoon, when Mr. C. Marrable (clerk to Mr. Hervey Smith) was presented with a silver inkstand and a purse of money from the clerks in the central office of the Supreme Court in appreciation of his successful efforts to bring about the closing of the offices at one o'clock on Saturdays. Mr. Stringer, head of the department, supported by the central office clerks, presented the inkstand and purse to Mr. Marrable, and said that it afforded him great pleasure to present this mark of esteem and recognition, because he (Mr. Stringer) was aware of the persistent efforts Mr. Marrable had made in bringing about the desired change. He also felt a personal interest in Mr. Marrable, having known him for a good many years. These efforts which Mr. Marrable had made undoubtedly had a great influence in bringing about this desirable change, and they wished to mark their sense of appreciation of his untiring efforts and to congratulate him on its successful issue. Mr. Marrable, in reply, thanked the clerks and also Mr. Stringer for the kind words he had expressed towards him and the handsome way in which the clerks appreciated his small efforts.

In moving the second reading in the House of Commons on the 3rd inst. of the Appellate Jurisdiction Bill, the Attorney-General explained that the object of the Bill is to enable the Privy Council and the Court of Appeal to receive the assistance of judges who were available for the purpose without any creation of new judges. The first clause would enable a Colonial judge to act as assessor of the Judicial Committee on the hearing of appeals from a colony. This applied only to cases where the services of such judge happened to be available, and enabled the Privy Council to avail themselves of their services in proper cases. Then there were Indian judges who were happily often in this country, and retired judges who had served in a High Court in British India, and whose assistance would be of great benefit to the Privy Council. The second section accordingly enabled his Majesty to direct that such judges might be made members of the Judicial Committee of the Privy Council. This applied only to those judges who had already the distinction of being Privy Councillors. Another section provided that the Lord Chancellor might request any judge of the High Court in England to sit as an additional judge of the Court of Appeal. The Bill was read a second time and referred to Committee of the whole House.

Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT NO. 2.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.
Monday ... Dec. 14	Mr Bloxam	Mr Farmer	Mr Greswell	Mr Tindal King
Tuesday 15	Leach	Borrer	Beal	Bloxam
Wednesday 16	Farmer	Greswell	Goldschmidt	Leach
Thursday 17	Goldschmidt	Beal	Church	Farmer
Friday 18	Church	Goldschmidt	Synge	Borrer
Saturday 19	Beal	Church	Theed	Greswell
Date.	Mr. Justice WASHINGTON.	Mr. Justice NIVILLE.	Mr. Justice FARKEE.	Mr. Justice EVES.
Monday ... Dec. 14	Mr Leach	Mr Church	Mr Goldschmidt	Mr Theed
Tuesday 15	Farmer	Synge	Church	Tindal King
Wednesday 16	Borrer	Theed	Synge	Bloxam
Thursday 17	Greswell	Tindal King	Theed	Leach
Friday 18	Beal	Bloxam	Tindal King	Farmer
Saturday 19	Goldschmidt	Leach	Bloxam	Borrer

The Property Mart.

Forthcoming Auction Sales.

Dec. 17.—MESSRS. DERNHAM, TYNIAK, RICHARDSON & CO., at the Mart, at 2: Freshold and Lasshield Properties (see advertisement, page iii., Nov. 28).

Dec. 17.—MESSRS. H. E. FOSTER & CHANFIELD, at the Mart, at 2: Absolute Reversions, Reversions, Policies of Assurance (see advertisements back page, this week).

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COMBINED AUTOMATIC MACHINES CO., LIMITED.—Creditors are required, on or before Jan. 9, to send in their names and addresses, and particulars of their debts or claims, to William Stewart Gregg, 3 and 5, Crown st, Old Broad st, liquidator.

DERBYSHIRE MOTOR OMNIBUS CO., LIMITED.—Creditors are required, on or before Jan. 7, to send their names and addresses, and the particulars of their debts or claims, to Albert Duncan Barber, Alliance Chambers, George st, Sheffield, Rodgers & Co., Sheffield, solvency for the liquidator.

LA CORNISH, LIMITED.—Creditors are required, on or before Dec. 19, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Ellies, 1, Oxford st, Cannon st, liquidator.

LARGE COLLISION & CO., LIMITED.—Petition for winding up, presented Dec. 1, directed to be heard Dec. 12. Monier-Williams & Co., Great Tower st, solvency for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec. 14.

LUXOL, LIMITED.—Petition for winding up, presented Dec. 3, directed to be heard Dec. 15. Osborn & Osborn, Coleman st, solvency for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec. 14.

NEW ZEALAND AGRICULTURAL CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan. 30, to send their names and addresses, and the particulars of their debts or claims, to Percival Davis Griffiths, 5, London Wall bridge, Finsbury circus. Wansey & Co., Moorgate st, solvency for the liquidator.

SCOTTISH COLLIERS OF WESTERN AUSTRALIA, LIMITED.—Creditors are required, on or before Dec. 18, to send in their names and addresses, with particulars of their debts or claims, to Cunison Deans Rankin Walker, 188, St Vincent st, Glasgow, liquidator.

TAGS ISLAND HOTEL, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec. 31, to send in their names and addresses, and the particulars of their debts or claims, to George H. Freeman, 63, Coleman st, liquidator.

UNIVERSAL ENGINEERING CO., LIMITED.—Creditors are required, on or before Dec. 21, to send in their names and addresses, with particulars of their debts or claims, to R. T. Flinders, 12, Victoria st, Nottingham, liquidator.

WILVERLISCOMBE STONE QUARRY CO., LIMITED.—Creditors are required, on or before Jan. 15, to send in their names and addresses, and the particulars of their debts or claims, to Herbert A. Deed, 1, Gresham bridge, Badingham st, liquidator.

UNLIMITED IN CHANCERY.

FIRST CARDIFF STAFF-BOWEN'S BUILDING SOCIETY.—Creditors must send in his or her claim not later than Dec. 31 to Wentworth H. Price, 31, High st, Cardiff, trustee.

London Gazette.—TUESDAY, Dec. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLBICH GUANO CO., LIMITED.—Creditors are required, on or before Jan. 9, to send in their names and addresses, and the particulars of their debts or claims, to Alfred William Cook, Bassishaw House, Basinghall st, liquidator.

ARGYLL, SHEFFIELD, LIMITED.—Creditors are required, on or before Jan. 16, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Ernest Shuttleworth, Church st, Sheffield. Rodgers & Co., Sheffield, solvency for the liquidator.

COLIN DEPRIES, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Feb. 1, to send in their names and addresses, and the particulars of their debts or claims, to Howard Button, 40, Queen Victoria st, liquidator.

COLQUHOUN MOTOR AND CARRIAGE BUILDING CO., LIMITED.—Petition for winding up, presented Dec. 4, directed to be heard at the Court House, Government bridge, Victoria st, Liverpool, on Dec. 18. Tree & Co., Lincoln's Inn fields, solvency for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec. 17.

DUNCAN MILL, LIMITED.—Creditors are required, on or before Dec. 31, to send in their names and addresses, and the particulars of their debts or claims, to William Kavan, 12, Acresfield, Bolton. Chambers, solvency for the liquidator.

E. B. OPENSHAW, LIMITED.—Petition for winding up, presented Dec. 2, directed to be heard Dec. 16, at the Court House, Quay st, Manchester, at 10. Field & Cunningham, 5, John Dalton-street, Manchester, solvency for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec. 15.

LITTLE MOUNTAIN ANTHRAZITE COLLIERIES, LIMITED.—Creditors are required, on or before Dec. 9, to send in their names and addresses, and the particulars of their debts or claims, to Abraham Bevan Davies, 58, Wind st, Swansea. Pitcon & Co., Swansea, solvency for the liquidator.

NEW VAUGAN CLEANER CO., LIMITED.—Creditors are required, on or before Jan. 19, to send in their names and addresses, and the particulars of their debts or claims, to Edwin Hiscox, Ruvizay gins, Putney, liquidator.

NORTHERN BAMBOO MANUFACTURING CO., LIMITED.—Petition for winding up, presented Dec. 30, directed to be heard at Bradford, Dec. 16, at 10.30 Tatham, Bradford, solvency for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec. 14.

SPRINKLER CO., LIMITED.—Creditors are required, on or before Jan. 4, to send in their names and addresses, and the particulars of their debts or claims, to Arthur Gould West, 55, Cannon st, Hellifield & Co., Aldermanbury, solvency for the liquidator.

SUDAN GOLD FIELD, LIMITED.—Creditors are required, on or before Jan. 20, to send in their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen st pl. Francis & Johnson, Great Winchester st, solvency for the liquidator.

SWANSEA COFFEE PUBLIC HOUSE CO., LIMITED.—Creditors are required, on or before Dec. 19, to send in their names and addresses, and the particulars of their debts or claims, to Abraham Bevan Davies, 58, Wind st, Swansea, liquidator.

Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 4.

FOGG, JOHN CARDING, Leek, Stafford, Printer Jan 31 Ridgway v Foggs, Joyce, J Smith, Leek

SWEAT, EDWARD DAVID, Lymington, Southampton Dec 28 Sweet and Another v Sweet and Others, Judge in Chambers, Room No 293 Saaton, Queen Victoria st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.
London Gazette.—TUESDAY, Nov. 24.

- BAKER, MARY REBECCA, Hove, Sussex Jan 9 Everesh & Co, Brighton
 BARNFIELD, EDWARD FOXWELL, Cheltenham Jan 8 Billings, Cheltenham
 BARLETT, BENJAMIN JOSEPH, Plymouth rd Stamford Hill Dec 31 Foulger & Co,
 Hart & Inner Temple
 BRAUCLE, WILLIAM NELTHORPE Dec 21 Frere & Co, Lincoln's inn fields
 BERKELEY, LOUISA, Derby Dec 22 Gadsby & Co, Derby
 BEST, LOUISA EMILY, Abbott Ann, Hanis Dec 19 Diamond & Son, Welbeck st
 BILL, JOHN RICHARD, Kinver, Staffs Dec 31 Pritchard, Birmingham
 BLACKWOOD, AGNES, Abberdon pl, Highgate Jan 10 Ballantyne & Co, Leadenhall st
 BLAGDEN, RICHARD ARTHUR, Birmingham, Solicitor Jan 31 Murray & Co, Birchin in
 BOWRING, ELIZABETH, Hanley Jan 2 Paddock & Sons, Hanley
 BRAY, HENRY THOMAS, Walkley, Sheffield Dec 24 Harrop, Sheffield
 BRETT, JOHN, Dovede Dec 31 Hallett & Co, Ashfield
 BROMLEY, JOHN ROBERT, Winchester st, Plumtree Dec 21 Stephenson & Co, Lombard st
 COOPER, RICHARD KIDSON, Croydon Dec 31 Potcherry & Co, Gresham bridge, Basinghall
 CRAMPTON, JOHN THOMAS, Portsmouth, Coal Merchant Jan 1 Cousins & Burbidge,
 Portsmouth
 CROZ, AUGUSTUS JOHN ARTHUR, Liverpool, Commission Merchant Dec 31 Collins & Co,
 Liverpool
 CROSTON, JULIA, Liverpool Dec 31 Snowball & Co, Liverpool
 DEMPTON, AUGUSTUS EDWARD, Birmingham, Architect Dec 31 Lamb & Ivens, Cheltenham
 EGGLECK, MARY, Wednesbury Dec 23 Slater & Co, Butcroft, Darlaston
 ESCOKE, JAMES, Cheapside, Ribbon Manufacturer's Agent Dec 31 Maitlands & Co,
 Knightbridge st
 FENDICK, WILLIAM, Cambridge Jan 5 Burrows, Cambridge
 GUNST, WILLIAM, East Dean, Glos, Farmer Dec 19 Whitcombe & Haines, Gloucester
 HALL, MATTHEW, Monkwearmouth, Durham Dec 21 Storey, Sunderland
 HALL, JANE, Monkwearmouth, Durham Dec 21 Storey, Sunderland
 HALL, ROBERT, Monkwearmouth, Durham Dec 21 Storey, Sunderland
 HARTLEY, ROBERT, Prestwich, Manchester Dec 26 Holt, Manchester
 HOPE, WILLIAM, Rockferry, Chester Dec 28 Curwen, Warrington
 HOWARD, WILLIAM, Houghton, Lancs, Farmer Dec 12 Steel, Warrington
 HUGHES, FREDERICK WILLIAM, Handsworth, Artist Dec 17 Howley & Co, Birmingham
 JOHNSON, HENRY EDWARD, South Kingston, Surrey Dec 31 Sherwood & Co, Kingston
 on Thames
 LEWIS, MARIA FRANCES DE, Bedford gdns, Kensington Dec 18 Few & Co, Surrey st
 Strand
 MCALIFFE, WILLIAM JAMES, Taunton, Journalist Dec 5 Alms, Taunton
 MASON, THOMAS, Doncaster, Jan 1 Kenyon & Son, Thorne, via Doncaster
 MAY, WILLIAM, Tunbridge Wells, Dec 28 Morgan, Hastings
 MERRILL, FRANCIS ELLES, Didsbury, Butcher Jan 7 Tallent-Bateman & Co, Man-
 chester
 NICHOLL, VINCENT, Redhill, Surrey Dec 23 Hunter & Haynes, New sq, Lincoln's inn
 POULTER, HENRY, Methley, Yorks, Milk Dealer Dec 21 Harrison & Son, Leeds
 RAWLINS, GERALD FRANCIS, Bournemouth Dec 31 Chapman & Co, Dover st
 REDBURN, THOMAS, West Hightown, Manchester, Insurance Broker Dec 23 Farrar &
 Co, Manchester
 BOSTON, ALICE ANN, St Anne's on the Sea, Lancs Jan 1 Houghton & Co, Preston
 ROYLE, THOMAS, Heaton Chapel, Lancs, Merchant Dec 21 Heath & Sons, Manchester
 SHARPTON, GEORGE, Sheffield, Coke Burner Dec 31 Irons, Sheffield
 SMITH, ADA MARY, Penrith Dec 15 Smith & Son, Andover
 STEWART, JAMES, Llandysul, Cardigan Dec 31 Bone & Heppell, Frederick's pl
 WANFORD, WALTER, Great Cornard, Suffolk Dec 30 Ransom & Sons, Sudbury
 WHALLEY, CHARLES, Fulwood, nr Preston Dec 18 Craven & Son, Preston
 WHITE, ERNA, Weston-super-Mare Dec 22 Smith & Sons, Weston-super-Mare
 WILLIAMS, ARTHUR FREDERICK, Gloucester ter, Hyde Park Dec 21 Knapp-Fisher &
 Sons, Buckinghamshire
 YOUNG, HANNAH, Leigh, Lancs Dec 30 Marsh & Co, Leigh

London Gazette.—FRIDAY, Nov. 27.

- BARNARD, GRACE, Brighton Nov 27 Marshall, Ipswich
 BEELEY, THOMAS, Gee Cross, nr Manchester, Engineer Jan 14 Almond & Sons, Man-
 chester
 BOND, ARTHUR, Bridport, Dorset Dec 31 Nantes & Maunsell, Bridport
 BOWIS, MARGARET, Milford Haven, Pembrokeshire Dec 31 Evans & Williams, Milford
 Hayes
 BREWSTER, FRANCIS WENTWORTH, Bournemouth Jan 9 Bone, Bournemouth
 BROOKS, WALTER HENRY, Harborne, Birmingham, Coal Merchant Dec 12 Hodgkinson,
 Birmingham
 BROWN, JAMES BATTY SAMUEL, Snettisham, Norfolk Dec 31 Ward, King's Lynn
 BROWNE, MARY ANN, Bridport, Dorset Dec 31 Nantes & Maunsell, Bridport
 BAUN, CHARLOTTE, Newhall, Derby Dec 25 Talbot & Co, Burton-on-Trent
 CARROLL, MARY, Whitefield nr Manchester Dec 10 Tolhurst & Cox, Southend on
 Sea
 CLAYFIELD, EMMA, North Brighton, Victoria, Australia Feb 5 Union Trustee Co of
 Australia, Ltd, Melbourne
 COX, JOHN, South Shields Dec 14 Marshall & Bootman, South Shields
 DOBBS, THOMAS HENRY BEECHCOFT, Newark on Trent, Slater Jan 1 Larken & Co, Newark
 DUBRELL, HARRY, Firth, nr Lewes Dec 24 Martelli, Staple Inn
 ESELBY, JOHN, Blackpool Dec 31 Parkinson, Blackpool
 FLORENCE, ALBERT JOHN, Bognor, Livery Stable Proprietor Dec 31 Staffurth, Bognor
 FOX, GEORGE EDWARD, Overstrand man, Battersea Park Dec 28 Leonard & Piditch
 Bishopsgate
 FOX, OCTAVIA, Mvington, York Jan 16 Crombie & Sons, York
 GOODHEW, THOMAS, Tong, Kent, Farmer Dec 28 Harris & Harris, Sittingbourne
 GOULDING, GEORGE, Sheffield Dec 23 Smith & Co, Sheffield
 GREEN, GEORGE, Wexford, Lincs, Farmer Jan 1 Barker, Grimsby
 GREEN, HENRY, Preston, Civil Engineer Dec 31 W & W Asofolt, Preston
 HAIGH, CYNTHIA MELISSINA VIOLET, Ruthin, Denbigh Jan 10 James & Co, Birmingham
 HAMMER, GEORGE DAVID, St Leonard's rd, Poplar, Iron Founder Dec 31 Forbes & Son,
 Mark in
 HINTON, JAMES, Swindon Jan 14 Townsend & Co, Swindon
 HODSON, GEORGE, Fulwood, Sheffield Jan 30 Benson & Co, Sheffield
 HULL, MARY ELIZABETH, Brixton Dec 31 Robinson & Jo, Charterhouse sq
 KIRKHAM, MARTHA, Manningham, Bradford Jan 16 Staniland & Son, Boston
 LOCKETT, CHARLES HARRISON, Liverpool, Solicitor Dec 31 Evans & Co, Liverpool
 MATHER, JESSIE, Staveley, Derby Jan 28 Jones & Middleton, Chesterfield
 MEDLEY, MARY JANE, Hawfields, Liversedge, Yorks Dec 11 Cadman & Co, Cleckheaton
 MEDWORTH, ANNIE ELIZABETH MARY, Stockholm, Sweden Dec 24 Stevenson & Son,
 Leicester
 MORGAN, WILLIAM, Scarborough Dec 31 W & W S: Drawbridge, Scarborough

- MUSTO, JAMES JOHN, Cottage grove, Mile End, Engineer Dec 31 Rider & Co, New sq,
 Lincoln's Inn
 NICHOLS, ROBERT ALLEN, Leytonstone, Butcher Dec 31 Evans & Co, Theobalds rd
 Bedford row
 OLIVER, JOHN, Westcliff on Sea Dec 31 Forbes & Son, Mark in
 POWERS, GEORGE, Barwell, Leicestershire, Farmer Dec 28 Preston & Son, Hinckley
 REED, EDMUND LLEWELLYN BERNARD, Cardiff Dec 31 Beece & Sons, Cardiff
 REES, RACHEL, Pontypridd, Glam Dec 15 Morgan & Co, Pontypridd
 RIMMER, HENRY MAXWELL, West Kirby, Chester, Fruit Broker Dec 31 Joyason, Liverpool
 ROIVOIS, SUZETTE, Tunbridge Wells Dec 31 Andrew & Co, Tunbridge Wells
 RUSHTON, RICHARD, Haslingden, Lancs Weaver Dec 31 Woodcock & Sons, Haslingden
 RUSSELL, GEORGE, Westhampnett, Herts Dec 31 Robinson, St Albans
 SCHILLZI, JOHN STEFANOVICH, Cromwell rd, South Kensington Dec 31 Janson & Co
 College hill
 SHORES, HENRY, York Dec 24 Hayden, Easingwold
 STEPHEN, WILLIAM CHARLES SULLIVAN, Golders Green Dec 23 Crundall & Co, Laurence
 Pountney hill
 STEVENS, MARTHA WALTERS, Liverpool rd, Islington Dec 14 Taylor & Co, Strand
 STEWART, COL THE HON. WALTER JOHN, Belgrave mans, Grosvenor gdns Dec 30 Young
 & Co, Lawrence Pountney hill
 STOCKEL, ROBERT, Doncaster Dec 18 Taylor & Capes, Doncaster
 STREET, WILLIAM, Thorpe le Soken, Essex, General Labourer Dec 14 Prior, Colchester
 SWAN, JANE, Warkworth, Northumberland Dec 31 Davies & Co, Newcastle upon Tyne
 SWARBRICK, THOMAS, Great Eccleston, Lancs Dec 31 Parkinson, Blackpool
 SYKES, JAMES, Horbury, Yorks, Bearhouse Keeper Dec 28 Dickinson, Wakefield
 THOMASON, JAMES, Southport, Innkeeper Dec 31 Yates, Southport
 THRUFF, ADELAIDE, Metrow, Surrey Dec 24 Thruff & Co, Old Cavendish st
 WELLIN, ALFRED, Brighton Dec 22 Woolley & Bevis, Brighton
 WICKHAM, RICHARD WHALLEY, Stroud Dec 24 Fren & Co, Lincoln's inn fields
 WILKES, SOLOMON, Bath Dec 31 A & W H Green, Birmingham
 WILLIS, ELIZABETH, Great Yarmouth Jan 7 Wiltshire & Sons, Great Yarmouth
 WILSON, CHRISTIANA MARY ST CLAIR, Accocks Green, Worcester Dec 31 Johnson & Co,
 Birmingham
 WILSON, HUGH, Cheadle, Chester Dec 31 Goult & Gooch, Manchester
 WINCHCOMBE, BENJAMIN, Swindon, Contractor Jan 14 Townend & Co, Swindon
 WOLF, ISAAC, Liverpool Dec 28 Bartlett & Gluckstein, Piccadilly
 WORRIN, WILLIAM NATHAN, Great Leighs, Farmer Dec 31 Meggy & Stunt, Chelmsfor
 YOUNG, LESLIE GORDON, Cheltenham Feb 1 Winterbotham & Co, Cheltenham

London Gazette.—TUESDAY, Dec. 1.

- ALBRECHT, CURT ARNO, Castle st, Oxford st, Waiter Jan 7 Goldberg & Co, West st,
 Finsbury circus
 ALLERTON, WILLIAM, Newcastle upon Tyne Jan 14 Brown & Son, Newcastle upon
 Tyne
 AUSTERBERRY, BENJAMIN, Oldham Dec 28 Bolton & Davidson, Bristol
 ANGEL, SUSAN MARIA, Weston, nr Bath Jan 16 Stone & Co, Bath
 ARCHER, THOMAS GOODWIN, King's Lynn, Norfolk, Solicitor Jan 8 Archer & Archer
 King's Lynn, Norfolk
 ATLEY, MARIANNE, Sutton, Surrey Jan 7 Atley, Clapham common
 BARTLETT, WILLIAM HENRY, Aston Manor, Warwick Dec 31 Reece & Harris, Birmingham
 BELLAMY, WILLIAM GALE BENJAMIN, Belvedere rd, Upper Norwood, Wharfinger Dec 31
 Simpson & Co, Gracechurch st
 BISHOP, WILLIAM, Swindon Dec 31 Pain, Marlborough
 CARTER, JOHN, Openshaw, Manchester, Sawyer Dec 31 Taylor & Co, Manchester
 CHAPLIN, ALICE ISABELLA, Deaf Dec 31 Attenborough, Piccadilly
 CHESTERS, PHILIP HALE, Nantwich, Chester, Wholesale Grocer Dec 31 Hensley & Co,
 Nantwich
 COWLEY, ARTHUR FRANCIS HENDERSON, Blomfield rd, Paddington Jan 12 Trinder & Co,
 Leadenhall st
 DREWHERST, ALICE ANN, Clitheroe, Lancs Jan 15 Baldwin & Co, Clitheroe
 DICKERSON, HANNAH, Sutton Bridge, Lancs Jan 2 Mossop & Mossop, Long Sutton
 EVEREST, JANE, ST MARGARET'S, Twickenham Dec 31 Lee & Watts, Lincoln's inn fields
 FIRTH, ANTHONY LAWRENCE WILLIAM, Upwy, Dorset Dec 31 Burland & Macturk, South
 Cato, ESO
 GALE, MARY JANE, Newbury, Berks Jan 1 Bush & Bush, Bristol
 GOMME, MARY JOHN, Brentford, Brewer Dec 12 Ruston & Co, Brentford
 GRAY, MARY ANN, Parkstone, Poole Jan 1 Trevanion & Co, Poole, Dorset
 HARTLEY, WILLIAM HENRY, Ardwick Dec 12 Smith, Manchester
 HATHERELL, JOHN, Old Sodbury, Glos Jan 1 Bush & Bush, Bristol
 HERBERT, SIDNEY ROBERT, Shakespeare rd, Herne Hill, Printer Dec 28 Kingbury &
 Turnes, Brixton rd
 HEWITT, JAMES, Limeside st, Dec 31 Cooper & Co, Leadenhall st
 JACKSON, SIR HENRY MOORE, TRINIDAD, O.G.M.C. Jan 12 Blount & Co, Albemarle st
 JONES, ERIC, Cardiff, Consulting Engineer Dec 27 David & Evans, Cardiff
 JONES, THOMAS, Sparkhill, Yardley, Worcester Dec 31 Reece & Harris, Birmingham
 LEWIS, HENRY, Midhurst Dec 31 Johnson & Clarence, Midhurst
 LORD, JAMES HAY, New York, USA Jan 12 Field & Co, London's inn fields
 LUFTON, CHARLES, Preston, Provision Dealer Dec 20 Gardner, Lancaster
 MATHER, FRANCIS, North Shields Jan 2 Brown & Holliday, North Shields
 MATTHEWS, GEORGE, Ambergate, Derbyshire, Baker Dec 31 Winterbotham & Sons, Stroud
 NIXON, MARTHA, Swanwick, Carlisle Dec 31 Dawson & Gleany, Carlisle
 ORE, SUTHERLAND, The Oriental Club, Hanover sq, Government Solicitor Jan 28
 Stibbard & Co, Leadenhall st
 OSTLER, WILLIAM, Bedford Jan 2 Fraser & Fraser, Woburn
 PEDFARTH, REV HENRY ADENY, Idol in Jan 8 Radpath & Co, Bush in, Cannon st
 HOFFET, ROBERT, South Croydon Dec 21 Rowland & Hutchinson, Croydon
 RUSHBROOK, ALBAN, Roydon, Norfolk, Farmer Jan 6 Lyus & Sons, Diss
 SLATER, MARTHA, Wimlton, Durham, Licensed Victualler Dec 31 Brown & Son,
 Newcastle upon Tyne
 SMITH, HENRY, Long Eaton, Derby, Cab Proprietor Dec 21 Wilson, Long Eaton
 STRANGWAY, ELLEN, York Jan 16 Wood, York
 TAIT, WILLIAM, Bromley Dec 31 Howard & Shelton, Moorgate
 TAYLOR, GEORGE, Warlingsham, Surrey Jan 8 Grundy & Co, Queen Victoria st
 TAYLOR, MARY ANN, Wansingham, Surrey Jan 8 Grundy & Co, Queen Victoria st
 TOLSON, RICHARD JAMES, Kilburn gdns, Bayswater, Engineer Dec 31 Carter & Barber,
 Ender st
 TOULMIN, MARY JANE, Southgate Jan 12 Smith & Randall, Southampton
 TULLY, HENRY ROBSON, Corkbridge, Northumberland Jan 1 Gibson & Co, Newcastle
 upon Tyne
 TURNER, JANE, Blackpool Dec 8 Ray, Blackpool
 WALNE, WILLIAM, Earsashaw Bridge, Leyland, Lancs, Innkeeper Dec 12 Rawsthorn &
 Co, Preston
 WALNE, ALICE, Earsashaw Bridge, Leyland, Lancs Dec 12 Rawsthorn & Co, Preston
 WINGRAM, MAJOR-GEN GODFREY JAMES, CB, Piccadilly Dec 31 Johnson & Co, New
 sq, Lincoln's Inn
 WILLIAMS, SYDNEY, Comber, Montgomery Dec 31 Pugh & Jones, L'anfyllyn
 WILSON, ELISANOR, Horsley by Wyana, Northumberland Dec 31 Brown & Son, New-
 castle upon Tyne
 WILSON, WILLIAM, Sunderland Dec 31 Storey, Sunderland
 YOUNG, LESLIE GORDON, Cheltenham Feb 1 Winterbotham & Co, Cheltenham

FIRE INSURANCE. CHRISTMAS RENEWALS.



THE LEGAL INSURANCE COMPANY, LTD.

231/232, STRAND, LONDON, W.C.

Capital, £1,000,000.

TRUSTEES

Subscribed Capital, £500,000.

THE HON. MR. JUSTICE CHANNELL.
THE HON. MR. JUSTICE BARGRAVE DEANE.
THE HON. ALFRED E. GATHORNE-HARDY.

DIRECTORS.

J. FIELD BEALE, Solicitor, Chairman.
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GEOFFREY M. GATHORNE-HARDY, Barrister-at-Law.
OSCAR GRAY, Solicitor.
J. W. HILLIS, M.P., Solicitor.
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H. CHAUNCY MASTERMAN, Solicitor.

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Hon. CHARLES RUSSELL, Solicitor.
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FRANCIS J. WELD, Solicitor.
BASIL H. WILKINSON, Solicitor.
A. T. WILLIAMS, Solicitor.

PROFIT-SHARING POLICIES. THE PERFECT SYSTEM OF FIRE INSURANCE.

Write for particulars.

HENRY M. LOW, General Manager.

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 4.

RECEIVING ORDERS.

ABOTT, JOHN, Salford, Lancs, Grocer Salford Pet Dec 2 Ord Dec 2
 ANDREW, GEORGE GIBSON, Twickenham, Chemist Brentford Pet Nov 3 Ord Dec 1
 ANTHONY, WILLIAM JOSEPH, Bromley Common, Kent, Laundryman Croydon Pet Dec 1 Ord Dec 1
 BARLOW, FREDERICK WILLIAM, Hunslet, Leeds, Pattern Maker Leeds Pet Dec 1 Ord Dec 1
 BEACH, FREDERICK, Wyelands, Cawdor, Ross, Hereford, Building Contractor Hereford Pet Nov 30 Ord Nov 30
 BERRY, HERBERT, Prittlewell, Southend-on-Sea, Builder Chelmsford Pet Nov 9 Ord Nov 30
 BETTS, BENJAMIN THOMAS, James Bridge, Darlaston Staffs, Carter Walsall Pet Nov 28 Ord Nov 28
 BOWETT, JOHN, Norwich, Boot Manufacturer Norwich Pet Nov 30 Ord Nov 30
 BUCKLAND, FREDERICK WILLIAM, Gravesham, Licensed Victualler Rochester Pet Dec 2 Ord Dec 2
 COKE, STEPHEN, Spennithouse, South pl, Finchley High Court Pet Oct 27 Ord Dec 1
 CONNELL, LEOPOLD, and ROBERT CONNELL, Whitechapel rd, Boot Dealers High Court Pet Dec 2 Ord Dec 2
 COOK, HORACE, Aylesford, Kent, Baker Maidstone Pet Dec 2 Ord Dec 2
 CROKER, JAMES, Whaplode Fen, Lincs, Farmer King's Lynn Pet Nov 30 Ord Nov 30
 DE TRAFFORD, HUMPHREY FRANCIS (Baronet), South st, Park in High Court Pet May 26 Ord July 6
 DRESDEN, WILLIAM CARRINGTON, Butterwick, Lincs, Farmer Boston Pet Nov 25 Ord Nov 25
 EASTWOOD, HENRY, Croxton, Lincs, Corn Merchant's Traveller Bolton Pet Nov 18 Ord Dec 2
 ENGLAND, HERBERT IRES, Joiner York Pet Nov 30 Ord Nov 30
 FLOWERS, L.C., Brighton, Stockbroker's Manager Brighton Pet Oct 8 Ord Dec 2
 GATES, J. ARTHUR, Tisbury, Glos, Schoolmaster Swindon Pet Nov 13 Ord Dec 2
 HAKER, ALBERT, Monday, Yorks, Carter Oldham Pet Dec 2 Ord Dec 2
 HARRISON, ALFRED, GEORGE, Morecambe, Stonemason Preston Pet Nov 30 Ord Nov 30
 HARRISON, ALICE, Morecambe, Glass Dealer Preston Pet Nov 30 Ord Nov 30
 HODGSON, GEORGE BOOTH, Middlebrough, Commission Agent Middlebrough Pet Nov 30 Ord Nov 30
 HOLLOWAY, GEORGE, Worth, nr Sandwith, Hotel Manager Canterbury Pet Dec 1 Ord Dec 1
 HUGHES, GEORGE, Almondbury, Denbigh, Hotel Keeper Balaugh Pet Nov 20 Ord Nov 20
 HUGHES, JOSEPH, Leominster, Hereford Leominster Pet Dec 1 Ord Dec 1

Amended Notice substituted for that published in the *London Gazette* of Dec 1.

NORGATE, CHARLES EDMUND, Newport, Salop, Printer Stafford Pet Nov 16 Ord Nov 23

FIRST MEETINGS.

ANTHONY, WILLIAM JOSEPH, Bromley Common, Laundryman Dec 14 at 11.30 182 York st, Westminster Bridge

BARLOW, FREDERICK WILLIAM, Hunslet, Leeds, Pattern Maker Dec 14 at 11 Off Rec. 24 Bond st, Leeds

BRITAIN, JAMES WINTER, Stoke by Nayland, Suffolk Dec 15 at 10.45 Great Eastern Hotel, Liverpool st, London

CHRISTIAN, WILLIAM WATSON, West Kirby, Cheshire Dec 15 at 11 Off Rec. 35 Victoria st, Liverpool

COHN, SIMONE, Spender House, South pl, Finsbury Dec 15 at 11 Bankruptcy bldgs, Carey st

CONNELL, LEOPOLD, and ROBERT CONNELL, Whitechapel rd, Boot Dealers Dec 15 at 12 Bankruptcy bldgs, Carey st

COLE, THOMAS, Cleve Prior, Worcester, Market Gardener Dec 16 at 12.30 Off Rec. Worcester

COX, THOMAS, Tudor st, Whitefriars, Licensed Victualler Dec 14 at 12 Bankruptcy bldgs, Carey st

DALWOOD, GEORGE FREDERICK BRAINE, Stoke under Ham, Somerset, Grocer Dec 15 at 1 Off Rec. City Chambers Catherine st, Salisbury

DAY, CHARLES EDWARD HOBART, Moss Side, Manchester, Solicitor Dec 14 at 3 Off Rec. Byrom st, Manchester

DE TRAFFORD, HUMPHREY FRANCIS, South st, Park in Dec 14 at 11 Bankruptcy bldgs, Carey st

ECKERSLEY, JOHN AINSWORTH, Blackpool, Rate Collector Dec 14 at 3 Off Rec. 18, Windley st, Preston

ENGLAND, HERBERT IRES, York, Joiner Dec 16 at 3 Off Rec. The Red House, Duncombe pl, York

EVANS, THOMAS, Turn p'dy, glam, Grocer Dec 16 at 10.30 Off Rec. Post Office Chambers, Pontypridd

FLETCHER, JOHN ARTHUR, Lovenshulme, Shop Assistant Dec 15 at 11 Off Rec. Byrom st, Manchester

HODGSON, GEORGE HODGSON, Middlebrough, Commission Agent Dec 16 at 3 Off Rec. Court Chambers, Albert rd, Middlebrough

INLAND, EDWIN, Blackley, Manchester, Confectioner Dec 15 at 10.30 Off Rec. Byrom st, Manchester

JAMES, DANIEL, Pontypridd, Grocer's Assistant Dec 14 at 12 Off Rec. County Court, Townhall, Merthyr Tyd, Tyd

KELMALL, HENRY, Sale, Cheshire, Commission Agent Dec 12 at 11.30 Off Rec. Byrom st, Manchester

LA BUTT, RALPH, Biddulph, manns, Elgin av, Manager Dec 14 at 12 Bankruptcy bldgs, Carey st

LOCKE, GEORGINA, Pwllhell, Carnarvon, Licensed Victualler Dec 14 at 12 Crypt Chambers, Eastgate row, Chester

LOVELACE, GEORGE, Broadmayne, Dorset, Dairyman Dec 15 at 12.45 Off Rec. City Chambers, Catherine st, Salisbury

Amended Notice substituted for that published in the *London Gazette* of Nov 30.

STONEY, ERNEST, Perth rd, Lordship Ln, Wood Green, Farmer Edmonton Pet Oct 12 Ord Nov 16

WATERSHAW, ALFRED HENRY, Boston, Lincs, Manufacturer's Agent Boston Pet Dec 1 Ord Dec 1

WHITTAKER, JOHN, Brookside, Wilpshire, Lincs, Cotton Spinner Blackburn Pet Dec 1 Ord Dec 1

WIFF, CHARLES WILLIAM, Warwick, Birmingham, Manufacturer of Aspects Hospital Furniture Birmingham Pet Dec 2 Ord Dec 2

YOUNG, GEORGE HUNTER, Barrow in Furness, Quarry Proprietor Barrow in Furness Pet Dec 1 Ord Dec 1

Amended Notice substituted for that published in the *London Gazette* of Nov 24.

PASSMORE, ALBERT EDWARD, Creighton rd, South Ealing, Builders Brentford Pet Aug 7 Ord Nov 20

MOTTED, FREDERICK, Kidderminster, Carpet Designer
Dec 14 at 2.15 Lion Hotel, Kidderminster
MOSBAY, CHARLES EDMUND, Newport, Salop, Printer Dec
14 at 11.15 Swan Hotel, Stamford
PESSIN, LEONARD GEORGE, Gorleston, Great Yarmouth,
Carter Dec 12 at 12 Off Rec, 8, King st, Norwich
PFEIFER, ELLI, Wolverhampton, Grocer Dec 14 at 11 Off Rec,
Wolverhampton
THOMPSON, JOHN HENRY, New Shoreham, Sussex, Grocer
Dec 14 at 12 Off Rec, 8, Pavilion b'dg, Brighton
TANG, WILLIAM HENRY SAMUEL, Finlay st, Fulham, Corn
Merchant Dec 14 at 12 Bankruptcy b'dge, Carey st
TUNELL, G. F., Walsallstone, Dec 14 at 11 Bankruptcy b'dge,
Carey st
WAUGH, FRANK, Guival Cross, Guival, Cornwall, Aerated
Water Manufacturer Dec 15 at 12 Off Rec, Boscombe
WATTS, JOHN HENRY, Rock Ferry, Chester Dec 15 at 12
Off Rec, 25, Victoria st, Liverpool
WEIGHT, GEORGE DUNCAN, Ilkeston, Derby, Grocer Dec 12
at 11.30 Off Rec, 47, Full st, Derby

ADJUDICATIONS.

ARNOTT, JOHN, Salford, Lancs, Grocer Salford Pet Dec 2
Ord Dec 2

BALFOUR, FREDERICK WILLIAM, Hunslet, Leeds, Pattern
Maker Leathers Pet Dec 1 Ord Dec 1

BEECH, FREDERICK, Wykebank, Cawdor, Ross, Hereford,
Building Contractor Hereford Pet Nov 30 Ord Nov 30

BENTON, BENJAMIN THOMAS, Darlaston, Staffs, Carter Wall
all Pet Nov 28 Ord Nov 28

BROGHTON, JOHN, Norwich, Boot Manufacturer Norwich
Pet Nov 30 Ord Nov 30

BUCKLAND, FREDERICK WILLIAM, Gravesend, Licensed Victualler
Rochester Pet Dec 2 Ord Dec 2

CHESTERFIELD, LEOPOLD, and ROBERT CORNHILL, White
chapel rd, Boot Dealers High Court Pet Dec 2 Ord
Dec 2

COKE, HORACE, Aylesford, Kent, Baker, Maidstone Pet
Dec 9 Ord Dec 2

COLL, WILLIAM, Jarrold, Durham, Fruiterer Newcastle on
Tyne Pet Nov 28 Ord Nov 29

COOKE, JAMES, Whys place Fen, Lincs, Farmer King's Lynn
Pet Nov 30 Ord Nov 30

DRYDEN, WILLIAM CARRINGTON, Buttswick, Lincs, Farmer
Boston Pet Nov 28 Ord Nov 28

ECKENBURY, JOHN AISWORTH, Blackpool, Rate Collector
Preston Pet Nov 15 Ord Dec 2

ENGLAND, HERBERT IVES, York, Joiner York Pet Nov 30
Ord Nov 30

GOLD, MOSES AARON, Rectory rd, Stoke Newington Clothier
High Court Pet Oct 24 Ord Nov 30

HAMIS, ALBERT, Mosley, Carter Oldham Pet Dec 2
Ord Dec 2

HARRISON, ALICE, Morecambe, Glass Dealer Preston Pet
Nov 30 Ord Nov 30

HARRISON, ALFRED GEORGE, Morecambe, Stonemason
Preston Pet Nov 30 Ord Nov 30

HERBERT, WILLIAM JAMES, High st, Peckham High
Court Pet Nov 3 Ord Dec 1

HODGSON, GEORGE KENNEDY, Middlesbrough, Commission
Agent Middlesbrough Pet Nov 30 Ord Nov 30

HOLLAND, RONALD, Bexley, Kent, Hotel Manager Canterbury
Pet Dec 1 Ord Dec 1

HUGHES, GEORGE, Abergele, Hotel Keeper Bangor Pet
Nov 30 Ord Nov 30

HUGHES, JOSEPH, Leominster, Hereford Leominster Pet
Dec 1 Ord Dec 1

HULL, EDWARD, Whitwick, Leicester, Grocer Burton on
Trent Pet Dec 2 Ord Dec 2

JAMES, DANIEL, Pontypridd, Grocer's Assistant Merthyr
Tydfil Pet Dec 1 Ord Dec 1

JAMES, WILLIAM, Sheffield, Motor Agent Sheffield Pet
Nov 24 Ord Dec 1

JENKINS, JOHN, Llywnderwen, Llansantffraid, or Borth, Cardi
gan, Farmer Aberystwyth Pet Nov 26 Ord Nov 30

LAWRENCE, WALTER, Bostons, Notts, Bootmaker Notting
ham Pet Dec 3 Ord Dec 2

LE BOUT, RALPH, Biddulph, man, Elgin av, Manager
High Court Pet Nov 30 Ord Nov 30

LOCKHART, DOUGLAS, Anerley, Bank Clerk Croydon Pet
Dec 2 Ord Dec 2

LOVELESS, GEORGE, Broadmeare, Dorset, Dairyman Dor
chester Pet Dec 2 Ord Dec 2

LUMLEY, ANTHONY, Sowerby, nr Thirsk, Vanner North
allerton Pet Dec 1 Ord Dec 1

MILLS, SYDNEY GEORGE, Bedminster, Bristol, Baker
Bristol Pet Nov 20 Ord Dec 2

MOTTRAM, ARTHUR, Wharncliffe Side, nr Sheffield, Builder
Sheffield Pet Nov 30 Ord Nov 30
MURRAY, AUGUSTINE, King's rd, Peckham, Licensed
Vintualler High Court Pet Oct 28 Ord Dec 1
OBY, LOUIS HARRY, Leigh on sea, Essex, Commercial
Clerk Chelmsford Pet Nov 30 Ord Nov 30
PERFECT, LEONARD GEORGE, Gorleston, Great Yarmouth,
Carter Great Yarmouth Pet Nov 26 Ord Nov 30
PERKINS, PHILIP ERNST, and WILLIAM LIONEL ALEXANDER
JOHNSTONE, Hoddesdon, Herts, Job Masters Hereford
Pet Nov 17 Ord Nov 30
PERRY, ALBERT, Uttoxeter, Staffs, Tailor Burton on
Trent Pet Nov 30 Ord Dec 2

REDFRAZ, SAMUEL JAMES, Norwich, Corn Merchant Nor
wich Pet Dec 2 Ord Dec 2

SATCHWELL, THOMAS, Mansion House Chambers, Builder
High Court Pet Jan 1 Ord Nov 17

SCLAREK, JACK, Knightbridge st, Skirt Manufacturer High
Court Pet Nov 6 Ord Dec 1

SEARLE, ARTHUR TOLE, Bristol, Draper Bristol Pet Nov 2
Ord Dec 1

SHERIFF, ARTHUR JAMES, Coleman st, Auctioneer High
Court Pet Aug 27 Ord Nov 30

SODERBERG, OSCAR ERIC, Great James st, Lissom grove,
Licensed Victualler High Court Pet Sept 28 Ord
Nov 28

SPARROW, JESSE, Banbury, Cycle Agent Banbury Pet
Nov 30 Ord Nov 30

THOMAS, OWEN ROBERT, Bradford, Manchester, Grocer
Manchester Pet Nov 30 Ord Nov 30

VARDY, JOHN EMERY, Ryde, I of W, Hotel Keeper Newport
and Ryde Pet Nov 10 Ord Nov 29

VENTON, JAMES EDMUND, and HENRY JORDAN, Newcastle on
Tyne, Contractors Newcastle on Tyne Pet Nov 6 Ord
Nov 30

WATERHOUSE, ALFRED HENRY, Boston, Lincs, Manufac
turer's Agent Boston Pet Dec 1 Ord Dec 1

WHETAKER, JOHN, Brookside, Wulfrhorne, Lancs, Cotton
Spinner Blackburn Pet Dec 1 Ord Dec 1

WINKLE, THOMAS, Wool Exchange, Coleman st, Stock
Dealer High Court Pet Sept 2 Ord Dec 1

WITTY, CHARLES WILLIAM, Birmingham, Manufacturer of
Aspects of Furniture Birmingham Pet Dec 2
Ord Dec 2

YOUVILLE, WILLIAM, Victoria st, Architect High Court Pet
Sept 18 Ord Nov 30

London Gazette.—TUESDAY, Dec 8.

RECEIVING ORDERS.

AARON, JAMES ALFRED, Leeds, Licensed Victualler Leeds
Pet Dec 2 Ord Dec 2

BARK, EDWARD, Fording, Montgomery, Farmer Newtown
Pet Dec 3 Ord Dec 3

BATTISON, HAROLD, Sharrow, Thorne, Yorks, Tailor Sheffield
Pet Dec 3 Ord Dec 3

BOWYER, WILLIAM GEORGE, Bridgewater Taunton Pet
Dec 4 Ord Dec 4

BRACK, DAVID, Catterick, nr Bridgend, Coal Merchant Car
diff Pet Nov 2 Ord Dec 1

BUNNEY, GUY H., Herne Bay Canterbury Pet Oct 28 Ord
Dec 5

CURTIN, HENRY, Kingston upon Hull, Platelayer Kingston
upon Hull Pet Dec 3 Ord Dec 3

DANIELS, HAROLD EDWARD, Croydon, Tobacconist Croydon
Pet Dec 3 Ord Dec 3

ELLIOTT, GEORGE, King William st, Company Promoter
High Court Pet Oct 6 Ord Dec 5

EVANS, FREDERICK GLASBURN, Tiryddi, Carmarthen, Coach
Builder Carmarthen Pet Dec 4 Ord Dec 4

FANNIFIELD, JOSEPH FRECY, Chelmsford Chelmsford Pet
Dec 3 Ord Dec 3

FORD, ENNA, and LOUISA MARY CROOK, Manchester,
Millers Manchester Pet Dec 3 Ord Dec 3

GARDNER, A. C., Homefield rd, Chiswick, Tobacco Dealer
High Court Pet Nov 18 Ord Dec 4

GOODING, CHARLES ALFRED, Romford rd, Manor Park,
Estate Agent High Court Pet Dec 5 Ord Dec 5

GOW, HORACE KRAY, Surbiton, Solicitor Kingston, Surrey
Pet Oct 1 Ord Dec 3

HARVEY, FREDERICK, Birmingham, Baker Birmingham
Pet Dec 3 Ord Dec 3

HINTON, ELIAS, St Mary's terr, Paddington High Court
Pet Nov 18 Ord Dec 4

HILL, RICARDO, Sherborne, Carriage Builder Yeovil Pet
Dec 5 Ord Dec 5

KIMBLEFIELD, ANNIE, Strangeways, Manchester, Cap Peak
Manufacturer Manchester Pet Nov 13 Ord Dec 3

LITCH, JOHN WILLIAM, Portrack, Stockton on Tees, Carter
Stockton on Tees Pet Dec 4 Ord Dec 4

MAILLARD, GREGORY CLEMENT, Claverdon, Warwick, Seeds
man Warwick Pet Nov 18 Ord Dec 2

MANNING, MARY ELLEN, Leeds, Costumer Leeds Pet
Dec 4 Ord Dec 4

MARSHALL, HAROLD PERRY, South Woodford, Traveller
High Court Pet Dec 4 Ord Dec 4

MATTHEWS, HENRY, and ALFRED GEORGE MATTHEWS, Hackney
rd, Provost Merchants High Court Pet Dec 5 Ord
Dec 5

MATTICKS, SAMUEL GEORGE, Stockland, Devon, Farmer
Exeter Pet Nov 20 Ord Dec 4

MELLORS, JOHN, Nottingham, Baker Nottingham Pet
Dec 4 Ord Dec 4

MOORE, JOHN WILLIAM, Ruddington, Notts, Tailor
Nottingham Pet Nov 23 Ord Dec 2

MORRIS, ALEXANDER JOHN, Birmingham, Grocer Birmingham
Pet Dec 3 Ord Dec 3

PAINTER, HENRY WILKINS, Lower Swell, Glos, Baker
Cheltenham Pet Dec 3 Ord Dec 5

PARKINSON, WALTER SMITH, Great Grimaby, Fish Merchant
Great Grimaby Pet Dec 3 Ord Dec 3

PRASSE, THOMAS HENRY, Dartmouth rd, Cricklewood,
High Court Pet May 27 Ord Aug 26

PHILLIPS, ELIZABETH, and ANNIE PHILLIPS, Coles, Children's
Outfitters Burnley Pet Dec 2 Ord Dec 2

PINCHING, JOHN, Chepstow, Mon, Licensed Victualler
Newport, Mon Pet Nov 18 Ord Nov 30

POOLE, THOMAS, Kidderminster, Florist Kidderminster
Pet Dec 2 Ord Dec 2

ROBBINS, ALBERT ALFRED, Farnham, Builder Kingston Pet
Dec 5 Ord Dec 5

ROXBURGH, HARRY, Jacksdale, Selston, Notts, Painter
Derby Pet Dec 4 Ord Dec 4

SAMWAYS, WILLIAM JOHN, High st, Acton, Coal Merchant
Brentford Pet Nov 18 Ord Dec 4

SIMON, HARDY, Holloway rd, Pianoforte Manufacturer
High Court Pet Nov 14 Ord Dec 3

SIMON, IDA, Holloway rd, Pianoforte Manufacturer High
Court Pet Oct 2 Ord Nov 12

SIMPSON, MYRA, Peckwell, Carnarvon, Draper Portmadrone
Pet Dec 4 Ord Dec 4

STOCKLEY, BENNETT EDGAR, High st, Borough, Victualler
High Court Pet Oct 23 Ord Dec 3

TAGG, EDWARD CHARLES, Hillsborough, Sheffield, Commission
Agent Sheffield Pet Dec 3 Ord Dec 3

TOOLEY, JOHN WILLIAM, Kingston upon Hull, Watchmaker
Kingston upon Hull Pet Dec 4 Ord Dec 4

WARD, HENRY, Portsmouth, Boot Maker Portsmouth
Pet Dec 3 Ord Dec 3

WHITEHORN, EDMUND, Burnley, Weaver Burnley Pet
Dec 5 Pet Dec 5

WHITFIELD, HARRY, Hevers, Middleton, Lancs, Herb Beer
Manufacturer Oldham Pet Dec 4 Ord Dec 4

FIRST MEETINGS.

AARON, JAMES ALFRED, Leeds, Licensed Victualler Dec 18
at 11 Off Rec, 24, Bond st, Leeds

DANIELS, GEORGE GAVIN, Twickenham, Chemist Dec 18
at 12 14, Bedford row

BRICK, FREDERICK, Wykebank, Wykebank, Ross, Hereford,
Building Contractor Dec 16 at 14 2, Off st, Hereford

BUTT, JOHN SWANSON, Thorne, Yorks, Tailor Dec 17 at
11.30 Off Rec, Fagates ln, Sheffield

BROWNE, JOHN, Norwich, boot Manufacturer Dec 16 at
4 Off Rec, 4, King st, Norwich

BUCKLAND, FREDERICK WILLIAM, Gravesend, Licensed
Victualler Dec 21 at 12.15 115, High st, Rochester

COOK, HORACE, Aylesford, Kent, Baker Dec 16 at 10.45
9, King st, Maidstone

DANIELS, HAROLD EDWARD, Croydon, Tobacconist Dec 16
at 11.30 123, York rd, Westminster Bridge

DRURY, WILLIAM CARRINGTON, Butterwick, Lancs, Farmer
Dec 16 at 2.45 Off Rec, 4, and 6, West st, Boston

EASTWOOD, HENRY, Croston, Lancs, Corn Merchant's
Traveller Dec 17 at 3 19, Exchange st, Bolton

FOAD, ENNA, and MARY LOUISE CROOK, Manchester, Milliners
Dec 16 at 3 Off Rec, Byrom st, Manchester

GARDNER, A. C., Chiswick, Tobacco Dealer Dec 17 at 2.30
Bankruptcy b'dge, Carey st

GATES, JAMES ARTHUR, Tisbury, Glos, Schoolmaster
Dec 16 at 11 Off Rec, 36, Regent circus, Swindon

GOW, HORACE KRAY, Surbiton, Solicitor Dec 16 at 13 123,
York rd, Westminster Bridge

HALLATT, TOM, Chesterfield, Monumental Mason Dec 16 at
12 Off Rec, 47, Full st, Derby

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

X 630 Appeals to Quarter sessions have been conducted under the direction and supervision of the Corporation.

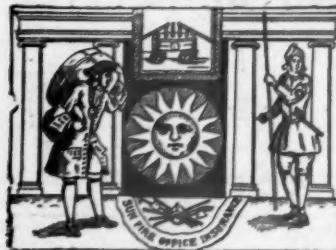
Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

HARRISON, ALFRED GEORGE, Morecambe, Stonemason Dec 16 at 11.30 Off Rec, 18, Winckley st, Preston
 HARRISON, ALICE, Morecambe, Glass Dealer Dec 16 at 11.45 Off Rec, 18, Winckley st, Preston
 HAY, JOSEPH, Altringham, Cheshire, Grocer Dec 16 at 2.30 Off Rec, Byrom st, Manchester
 HILL, JOHN ROBERT, Sheffield, Surgeon Dec 16 at 12 Off Rec, Fugtree in, Sheffield
 HINTON, ELIAS, St Mary's ter, Paddington Dec 17 at 1 Bankruptcy bldgs, Carey st
 JAMES, WILLIAM, Sheffield Dec 16 at 12.30 Off Rec, Fugtree in, Sheffield
 LOCKHART, DOUGLASS, Anerley, Bank Clerk Dec 18 at 11.30 Off Rec, 132, York rd, Westminster Bridge
 LUMLEY, ANTHONY, Sowerby, nr Thirsk, Yorks, Valuer Dec 18 at 3 Off Rec, Court Chambers, Albert rd, Middlesbrough
 MARSDEN, MARY ELLEN, Leeds, Costumer Dec 16 at 11.30 Off Rec, 24, Bond st, Leeds
 MARSHALL, HAROLD PERRY, South Woodford, Traveller Dec 17 at 11 Bankruptcy bldgs, Carey st
 MARTIN, ARTHUR CLEMENT, Clown, Derby, Grocer Dec 17 at 11 Off Rec, Fugtree in, Sheffield
 MATTHEWS, WILLIAM, Kingsland, Hereford Dec 16 at 2.30 2, Off st, Hereford
 MATTOCKS, SAMUEL GIBSON, Stockland, Devon, Farmer Dec 17 at 11 Off Rec, 9, Bedford circus, Exeter
 MELLOR, JOHN, Sherwood Rise, Nottingham, Baker Dec 17 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 MITCHELL, CYRIL DUNIGE, Savage gds, Tower hill, Commercial Traveller Dec 21 at 11 Bankruptcy bldgs, Carey st
 MOORE, JOHN WILLIAM, Ruddington, Notts, Tailor Dec 16 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 PEASKE, THOMAS HENRY, Cricklewood Dec 16 at 11 Bankruptcy bldgs, Carey st
 POOLE, THOMAS, Kidderminster, Florist Dec 17 at 3 Lion Hotel, Kidderminster
 POORE, RICHARD, Chaucer rd, Herne Hill Dec 17 at 12 Bankruptcy bldgs, Carey st
 REDGRAVE, SAMUEL JAMES, Norwich, Corn Merchant Dec 16 at 3.30 Off Rec, 8, King st, Norwich
 ROBINS, ALBERT ALFRED, Barnham, Builder Dec 18 at 12.30 182, York rd, Westminster Bridge
 SANDS, BENJAMIN, Nottingham, Hosiery Manufacturer Dec 17 at 3 Off Rec, 4, Castle pl, Park st, Nottingham
 SIMON, HARDY, Holloway rd, Pianoforte Manufacturer Dec 16 at 12.30 Bankruptcy bldgs, Carey st
 SIMON, IDA, Holloway rd, Pianoforte Manufacturer Dec 16 at 12 Bankruptcy bldgs, Carey st
 SPARROW, JESSE, Banbury, Cycle Agent Dec 17 at 11.30 1, St Aldates, Oxford
 STOCKLEY, ERNEST EDGAR, High st, Borough, Victualler Dec 17 at 11 Bankruptcy bldgs, Carey st
 TAYLOR, SARAH JANE, Wandsworth rd, Provision Merchant Dec 18 at 11 Bankruptcy bldgs, Carey st
 THOM, JAMES, Boughton Aluph, nr Ashford, Kent, Farmer Dec 16 at 11.30 Off Rec, 65a, Castle st, Canterbury
 THOMAS, OWEN ROBERT, Bradford, Grocer Dec 16 at 3.30 Off Rec, Byrom st, Manchester
 WATERHOUSE, ALFRED HENRY, Boston, Lincs, Manufacturer's Agent Dec 16 at 3.15 Off Rec, 4 and 6, West st, Boston
 WATSON, FREDERICK CHARLES, Willingham, Cambridge, Grocer Nov 16 at 12 Off Rec, 5, Petty Cury, Cambridge
 WITT, CHARLES WILLIAM, Lozells, Aston, Warwick, Manufacturer of Aspasia Hospital Furniture Dec 17 at 13 191, Corporation st, Birmingham
 YOUNG, GEORGE HUNTER, Barrow in Furness, Quarry Proprietor Dec 16 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

ADJUDICATIONS.

AARON, JAMES ALFRED, Leeds, Licensed Victualler Leeds Pet Dec 2 Ord Dec 2
 ANTHONY, WILLIAM JOSEPH, Bromley Common, Kent, Landlady Croydon Pet Dec 1 Ord Dec 4
 BEES, EDWARD, Mount Pleasant, Forden, Montgomery, Farmer Newtons Pet Dec 3 Ord Dec 3
 BEVITT, JOHN SWALLOW, Thorne, Yorks, Tailor Sheffield Pet Dec 3 Ord Dec 3
 BINGHAM, GEORGINA, Herne Bay Canterbury Pet Nov 6 Ord Dec 2
 BISSETT, GEORGE GORDON, Croydon, Flour Factor Croydon Pet Nov 23 Ord Dec 3
 BOWLER, WILLIAM GEORGE, Bridgwater Taunton Pet Dec 4 Ord Dec 4

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